NOTICE OF COUNCIL MEETING

(Open to the Public)
Monday, August 24, 2026
6:00 PM

Members of the Aurora City Council will participate in the August 24, 2026 Council Meeting.

Members of the public and media are invited to attend the Aurora City Council Meetings in person or remotely through the options listed below.

View or Listen Live

Live streamed at www.auroraTV.org

Youtube.com/TheAuroraChannel

Cable Channels 8 and 880 in Aurora

In-person Participation

Members of the public may attend in-person at the Aurora Municipal Center, Paul Tauer Aurora City Council Chamber located at 15151 E. Alameda Pkwy. Public comment is welcome for items appearing on the agenda or on any matter of city concern. Individuals must appear in person and speak from the podium. Individuals are allotted a maximum of three (3) minutes to speak.

- **Public Invited to be Heard:** One (1) hour is dedicated to public comment on items not listed on the agenda at the beginning and at the end of every regular council meeting. Individuals may register to speak in one of the following manners:

  1. Sign up online beginning at 8 AM on the Friday before the meeting through 1 PM on the day of the council meeting; or
  2. Sign up in person by handing a completed speaker slip to the city clerk in the Paul Tauer Aurora City Council Chamber on the day of the council meeting beginning at 5 PM and up until the time the last individual finishes speaking during the first Public Invited to be Heard session. Verified Aurora residents who sign up before 5:45 PM are given priority and placed before non-resident speakers.

     For the last Public Invited to be Heard session, speaker slips must be returned before the item preceding the Public Invited to be Heard is finished. Order priority will be given to speakers who did not speak during the first Public Invited to be Heard session.

- **Public Comment on Agenda Item:** Individuals are invited to comment in support of or to oppose any item listed on the agenda. Those wishing to comment on an agenda item must sign up in advance using the 'Public Comment on Agenda Item' online request form beginning at 8 a.m. on the Friday before the council meeting through 1 p.m. on the day of the council meeting.

  Those wishing to comment on an agenda item listed under the PUBLIC HEARING category may either register online as noted above or sign up in person with the clerk starting at 5:00 p.m. Sign up must be completed before the Public Hearing agenda item title is read.

  Visit the Addressing the City Council webpage for the online signup forms and more information.

The city of Aurora is committed to the accessibility of our services and our responsibility to provide them in a non-discriminatory manner. The city recognizes the importance of effective and accurate communication with the community and values equal access to our programs, services and activities. If you seek a physical accommodation, or require the use of an auxiliary aid or device, or if you require an interpreter to help you access this event or service, please scan the QR code below to fill out a request form or contact the City Clerk's Office at cityclerk@auroragov.org or 303.739.7094:

Individuals are strongly encouraged to submit their requests three (3) days in advance of any scheduled event. For additional information, please visit AuroraGov.org/Accessibility.

City of Aurora, Colorado

Monday, August 24, 2026

STUDY SESSION

(Open to the Public via live stream in the Paul Tauer Aurora City Council Chamber)

AURORA ROOM

3:00 PM

EXECUTIVE SESSION

(Closed to the Public)

AURORA ROOM

4:55 PM

REGULAR MEETING OF THE AURORA CITY COUNCIL

(Open to the Public)

PAUL TAUER AURORA CITY COUNCIL CHAMBER

6:00 PM

AGENDA

Regular Meeting of the Aurora City Council

Monday, August 24, 2026, 6:00 p.m.

Paul Tauer Aurora City Council Chamber

15151 E Alameda Parkway

Aurora, CO 80012

The City Council may at any time vote to enter Executive Session to receive legal advice from the City Attorney for any item that is listed on the City Council agenda below. (C.R.S. §24-6-402(4)(b))

Pages

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION/MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

5. EXECUTIVE SESSION UPDATE

6. APPROVAL OF MINUTES

   6.a August 10, 2026 Meeting Minutes — 6

7. PROCLAMATIONS OR CEREMONIES

8. ADOPTION OF THE AGENDA

9. PUBLIC INVITED TO BE HEARD

   (non-agenda related issues only)

10. CONSENT CALENDAR - MOTIONS

   Any member of Council may request an item be removed from Consent Calendar and considered separately. Removed items are considered immediately following the adoption of the Consent Calendar.

   10.a Motions

10.a.1 **2027-2028 Collective Bargaining Agreement between the City of Aurora and International Association of Fire Fighters (IAFF) Local 1290** 23

Jacob Bergeron, Labor Relations Officer, Human Resources / Kimberly Skaggs, Senior Assistant City Attorney

10.a.2 **2027-2028 Collective Bargaining Agreement between the City of Aurora and Fraternal Order of Police, Lodge #49** 48

Jacob Bergeron, Labor Relations Officer, Human Resources / Kimberly Skaggs, Senior Assistant City Attorney

10.b **Planning Matters**

10.c **Appointments to Boards and Commissions**

10.c.1 **Consideration to Appoint One (1) Member to the Oil and Gas Advisory Committee** 72

Cecilia Zapata, Deputy City Clerk / Andrea Wood, Assistant City Attorney

11. CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES

Any member of Council may request an item be removed from Consent Calendar and considered separately. Removed items are considered immediately following the adoption of the Consent Calendar.

11.a **Resolutions**

11.a.1 **Aurora Regional Navigation Campus Outdoor Renovation Funding** 85

R2026-99 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE CITY OF CENTENNIAL, ARAPAHOE COUNTY, AND THE CITY OF AURORA FOR THE ACCEPTANCE AND USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Andrea Wood, Assistant City Attorney

11.a.2 Wild Horse Reservoir Administrative 118

R2026-100 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL AND DELEGATION OF AUTHORITY TO THE GENERAL MANAGER OF AURORA WATER TO ADMINISTRATIVELY APPROVE CERTAIN, LIMITED, INTERGOVERNMENTAL AGREEMENTS RELATED TO WILD HORSE RESERVOIR

Sarah Young, Assistant General Manager of Planning and Engineering, Aurora Water / Ian Best, Senior Assistant City Attorney

11.a.3 Request for Support of Proposition 308 123

R2026-101 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S FORMAL SUPPORT OF PROPOSITION 308

Shonnie Cline, Deputy Director of Internal and External Relations, Aurora Water / Ian Best, Senior Assistant City Attorney

11.a.4 Rules of Order and Procedure: Amendments to Various Sections 135

R2026-102 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO AMEND VARIOUS SECTIONS OF THE RULES OF ORDER AND PROCEDURE FOR THE AURORA, COLORADO, CITY COUNCIL

Sponsor: Alison Coombs, Mayor Pro Tem

Kadee Rodriguez, City Clerk / Peter Schulte, City Attorney

11.b Finalizing of Ordinances

Ordinances approved unanimously at first reading.

12. PUBLIC HEARINGS

Public hearings with or without related ordinances.

12.a Amendment to the Comprehensive Plan Placetype Map - Regis Jesuit High 151

2026-44 A PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING THE 2018 COMPREHENSIVE PLAN TO ASSIGN A PLACETYPE DESIGNATION TO COMMERCIAL HUB FOR A 18.03 ACRE PARCEL LOCATED EAST OF SOUTH LEWISTON WAY, NORTH OF EAST ARAPAHOE ROAD, AND WEST OF S OLATHE STREET (REGIS JESUIT HIGH COMPREHENSIVE PLAN AMENDMENT)

Daniel Kryzanowski, Interim Planning Manager, Planning and Business Development / Lena McClelland, Senior Assistant City Attorney

13. INTRODUCTION OF ORDINANCES

13.a Socioeconomic Sales and Services Impact Permit 158

2026-45 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING THE AURORA CITY CODE BY AMENDING DIVISION 4 OF ARTICLE VI OF CHAPTER 86 ESTABLISHING A SUPPLEMENTAL LICENSE FOR SOCIOECONOMIC IMPACT RETAIL SALES AND SERVICES

Sponsor: Alison Coombs, Mayor Pro Tem

Trevor Vaughn, Manager of Licensing, Finance / Hanosky Hernandez, Senior Assistant City Attorney

13.b Authorizing 2026 Lease-Purchase Financing for Heavy Fleet Vehicles 221

2026-46 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AUTHORIZING THE USE OF LEASE-PURCHASE FINANCING TO ACQUIRE CERTAIN EQUIPMENT PURSUANT TO THE TERMS OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT BY AND BETWEEN THE AURORA CAPITAL LEASING CORPORATION, AS LESSOR, AND THE CITY OF AURORA, COLORADO, AS LESSEE; AUTHORIZING OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY; AND OTHER RELATED MATTERS

Teresa Sedmak, City Treasurer, Finance / Hanosky Hernandez, Senior Assistant City Attorney

14. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

15. ANNEXATIONS

16. RECONSIDERATIONS AND CALL UPS

17. GENERAL BUSINESS

18. REPORTS

18.a Mayor

18.b Council

19. PUBLIC INVITED TO BE HEARD

(non-agenda related issues only)

20. ADJOURNMENT

MINUTES

Regular Meeting of the Aurora City Council

Monday, August 10, 2026

COUNCIL MEMBERS PRESENT:	Mayor Coffman Robert Andrews Françoise Bergan Alison Coombs Curtis Gardner Stephanie Hancock	Gianina Horton Alli Jackson Angela Lawson Ruben Medina Amy Wiles

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1. CALL TO ORDER

Mayor Coffman reconvened the regular meeting of the City Council at 6:00 p.m.

2. ROLL CALL

3. INVOCATION/MOMENT OF SILENCE

Mayor Coffman led in prayer for the August 10, 2026 meeting.

4. PLEDGE OF ALLEGIANCE

(All Standing)

Mayor Coffman read a land acknowledgment.

5. EXECUTIVE SESSION UPDATE

None.

6. APPROVAL OF MINUTES

6.a July 27, 2026 Meeting Minutes

Moved by: Stephanie Hancock

Second by: Angela Lawson

Does Council wish to approve the minutes of the July 27, 2026 meeting?

Voting Aye: (10): Mayor Coffman, Robert Andrews, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Angela Lawson, Ruben Medina, and Amy Wiles

Absent: (1): Alli Jackson

7. PROCLAMATIONS OR CEREMONIES

8. ADOPTION OF THE AGENDA

MPT Coombs asked to remove Item 13.a. from the agenda, as she had some amendments to the resolution regarding the Data Center Moratorium that would require significant modifications to the ordinance.

Moved by: Alison Coombs

Second by: Amy Wiles

Does Council wish to adopt the agenda with Item 13.a. removed from the agenda?

Voting Aye: (10): Mayor Coffman, Robert Andrews, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Angela Lawson, Ruben Medina, and Amy Wiles

Absent: (1): Alli Jackson

9. PUBLIC INVITED TO BE HEARD

(non-agenda related issues only)

Council heard public comment on non-agenda related matters.

[Recess]

10. CONSENT CALENDAR - MOTIONS

Any member of Council may request an item be removed from Consent Calendar and considered separately. Removed items are considered immediately following the adoption of the Consent Calendar.

Moved by: Stephanie Hancock

Second by: Alison Coombs

Does Council wish to approve the Motions Consent Calendar as presented?

Voting Aye: (10): Mayor Coffman, Robert Andrews, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Angela Lawson, Ruben Medina, and Amy Wiles

Absent: (1): Alli Jackson

10.a Motions

10.b Planning Matters

10.c Appointments to Boards and Commissions

10.c.1 Consideration to Appoint Two (2) Members and Reappoint One (1) Member to the Aurora Youth Commission

Cecilia Zapata, Deputy City Clerk / Andrea Wood, Assistant City Attorney

10.c.2 Consideration to Reappoint One (1) Member to the Board of Adjustment and Appeals

Cecilia Zapata, Deputy City Clerk / Andrea Wood, Assistant City Attorney

10.c.3 Consideration to Appoint One (1) Member to the Parks, Recreation, and Open Space Advisory Board

Cecilia Zapata, Deputy City Clerk / Andrea Wood, Assistant City Clerk

11. CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES

Any member of Council may request an item be removed from Consent Calendar and considered separately. Removed items are considered immediately following the adoption of the Consent Calendar.

MPT Coombs asked if they have clarification on compliance with the state legislative and collection and retention of data for the speed camera contract.

J. Batchelor responded one of the big changes in the state law is that prior automated vehicle identification systems include a picture of the driver and a defense that could be made that someone was not the driver, but now that is no longer allowed. He noted Aurora has already made that change.

P. Schulte added this is separate from the flock system and license plate readers and does not feed into that information, as speed cameras are only to issue citations.

MPT Coombs inquired if that data is only retained for the purposes of the citation and not used in any AI data systems, machine learning systems, or any other purposes aside from the service of the citation.

P. Schulte answered correct, the police do not even access to search that data at all.

Moved by: Stephanie Hancock

Second by: Angela Lawson

Does Council wish to approve the Resolutions and Ordinances Consent Calendar with Items 11.a.5 and 11.a.6 removed?

Voting Aye: (10): Robert Andrews, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Alli Jackson, Angela Lawson, Ruben Medina, and Amy Wiles

11.a Resolutions

11.a.1 Aurora Regional Navigation Campus

R2026-93 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ESTABLISHING ACCOUNTABILITY METRICS AND PERFORMANCE EXPECTATIONS FOR THE AURORA REGIONAL NAVIGATION CAMPUS

Sponsor: Gianina Horton, Council Member

Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Andrea Wood, Assistant City Attorney

Council heard public testimony on the agenda-related item.

11.a.2 Naming Recommendation for the Community Park Surrounding Central Recreation Center

R2026-94 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF NAMING A COMMUNITY PARK SURROUNDING THE CENTRAL RECREATION CENTER AS "SASQUATCH PARK."

Scott Hammons, Planner, Parks, Recreation and Open Space / Britt Wirth, Assistant City Attorney

11.a.3 Intergovernmental Agreement (IGA) with Arapahoe County for Inspiration Trail Connection Grant Project

R2026- 95 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND ARAPAHOE COUNTY, COLORADO, FOR THE INSPIRATION TRAIL CONNECTION GRANT PROJECT

Waiver of consideration is requested because Arapahoe County wants the Intergovernmental Agreement (IGA) executed within 60 days of the notice of award

Nicole Ankeney, Manager of Planning, Design and Construction, Parks, Recreation and Open Space / Britt Wirth, Assistant City Attorney

11.a.4 Amendment to the Strontia Springs Refurbishment Intergovernmental Agreement (IGA)

R2026-96 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, ACTING BY

AND THROUGH ITS UTILITY ENTERPRISE AND THE CITY AND COUNTY OF DENVER, ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS REGARDING THE STRONTIA SPRINGS DAM OUTLET WORKS REFURBISHMENT PROJECT

Mathew Allsopp, Source of Supply Superintendent, Aurora Water / Ian Best, Assistant City Attorney

11.a.5 Data Center Moratorium

R2026-97 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DIRECTING THE CITY MANAGER TO IMPLEMENT DATA CENTER REGULATIONS

Sponsor: Amy Wiles, Council Member

Jason Batchelor, City Manager / Rachel Allen, Deputy City Attorney

P. Schulte explained 11.a.5 and 11.a.6 are in conflict, so this is not a situation where both resolutions should pass.

Council heard public testimony on the agenda-related item.

CM Wiles expressed when she announced bringing this resolution forward, she was told she must be anti-business, but the resolution is not anti-business. She said it’s pro responsible business and community, as she wants businesses to come to Aurora, as well invest, create jobs, build and success in Aurora, but the business should also be good partners for residents. She said they have a responsibility to ensure regulations keep up with the changing landscape of the world, and they have areas of the city to easily accommodate them once rules are established, so there is no reason to put them in the middle of neighbors. She noted there is a meeting next week to continue the conversation on what data centers can do to be better partners of the community. She added responsible businesses should not be afraid of responsible standards and responsible government should not be afraid to set those standards. She noted a study in 2026 showed that homes within a quarter mile to a half mile of these centers have the potential to lose 5 to 7% of their value, and a temporary pause allows them to learn from other communities mistakes and their successes. She thanked Danielle for proactively reaching out to her regarding the data center she represents, the development partners who asked questions and their desire to do right and get correct information, and the hundreds of residents who reached out with feedback and support. CM Wiles explained this resolution is temporary, does not affect active development, not anti-business or anti-progress, and is simply an ask to get things right before they get too far down the road.

Staff gave a brief presentation on the item.

CM Horton asked what benefits they have brought to the city jobwise or any economic contributions.

J. Batchelor responded typically they represent large capital investments, so the property tax entities see significant property tax revenue and jobs created during construction and operations. He added the City of Aurora also sees significant sales and use tax from these kind of facilities.

CM Lawson asked how long the data center in Ward 4 has been there and how much revenue has that brought to the city.

J. Batchelor answered decades and brought in significant revenue from property taxes and used taxes.

CM Lawson inquired if Aurora has received $24.3 million in tax revenue from the data centers they have had since 2021.

J. Batchelor responded they have received approximately $24 million from the data centers in Aurora directly or from technology vendors associated.

CM Lawson stated they have not heard anything about that particular data center since it has been in Ward 4, which is in a community and neighborhood area.

CM Hancock heard at the last town hall that Excel Energy cannot serve large load customers before 2021. She asked for confirmation on that.

J. Batchelor responded they have had communication with them that due to the regulatory process they're under, large scale and hyper scale power for data centers is very unlikely until 2031 or beyond.

CM Hancock wanted to understand what staff was going to be able to accomplish in 6 months, what deficiencies the UDO is not already addressing, why can they not work these things while the UDO remains in effect, and what is going to happen after this is done.

J. Batchelor answered they are going to bring forward ordinances for Council's consideration around explicitly outlawing evaporative cooling, look at the land use regulations, and look at anything else identified.

CM Hancock committed that Aurora Water already indicated they would not approve any evaporative cooling systems.

J. Batchelor responded right now that the code is not specific to the cooling methodology. He said they believe they have effectively outlawed evaporative cooling through the Large Water User Guide, but are supportive of an ordinance coming forward to officially ban it.

P. Schulte added there is no timeline for the moratorium, and if passed, it would direct the City Manager and city staff to have ordinances requested through stakeholders to come be evaluated by Council so they can go into effect. He noted there will not be the ability for the City Manager to accept an application well beyond this resolution's effective date due to the limitations with Xcel and water.

CM Wiles clarified the difference in the data center in Ward 4 and the data centers being built now is the newer ones are far larger, use more energy, and take up a lot more land space. She added the water ordinance is already done and should come forward soon, and she and J. Batchelor have been working on the neighborhood buffer.

CM Gardner inquired if the QTS data center or the landscape requirements around that use more water.

M. Brown answered QTS uses significantly more water for outdoor landscaping than for indoor process, and any new data center right now, under the Large Water User Guide, is regulated tightly on water use for process, and they have the landscaping standards from the Water Conservation Ordinance.

CM Gardner shared he is working on an ordinance to limit and/or restrict any landscaping utilizing water in industrial zoned areas. He asked for clarification they do not currently allow use by right data centers in residential zone districts.

J. Batchelor clarified that is correct.

MPT Coombs asked if they have any information about the current data centers regarding ambient heat impacts.

J. Batchelor answered not that he is aware of.

MPT Coombs inquired if any of the districts where data centers are permitted adjacent to residential zone districts with current or future planned residential development.

J. Batchelor responded yes, there are several areas of the use by right districts that abut residentially zoned properties.

MPT Coombs supported the work CM Wiles has done and the ordinance as written; however, after hearing several conversations and concerns, she brought forward some amendments to Section 2 and 3. She thanked CM Wiles for being open to the amendments, stakeholders, and her colleagues who supported the amendments. She said they heard from the community that they want them to go further than this and permanently ban data centers, and the amendments were intended to create a compromise to ensure business can continue and workers can continue having their jobs.

CM Andrews thanked CM Wiles for her effort on this, but he did not support the public not having an honest view of what they are doing.

CM Horton acknowledged CM Wiles' effort, including community engagement, working with developers, and working with business partners in trying to thread a needle through a very sensitive topic on an issue that touches a lot of realms. She agreed there were obvious economic benefits to data centers and they now have the opportunity to review and reassess what is working and not working. She felt this resolution allows them as leaders to make sure they have good governance and are working alongside their business partners, residents, and developers to do right. She added this will have continuous impact, and thanked CM Wiles for all of her work, effort, and due diligence.

Moved by: Alison Coombs

Second by: Amy Wiles

Does Council wish to approve this Resolution as amended with a waiver of reconsideration?

Voting Aye: (5): Alison Coombs, Gianina Horton, Alli Jackson, Ruben Medina, and Amy Wiles

Voting Nay: (6): Mayor Coffman, Robert Andrews, Françoise Bergan, Curtis Gardner, Stephanie Hancock, and Angela Lawson

Amendments:

Moved by: Alison Coombs

Second by: Amy Wiles

Does Council wish to approve the following amendment to the resolution?

Section 2 - The City Manager is directed ~~not~~ to accept new Development Applications that propose to establish as a primary use, expand or otherwise increase the gross-floor area of an existing or new Data Center as of the effective date of this Resolution **only if it meets the following requirements: a) half mile buffer from any current or planned residential development b) use close loop cooling**

Voting Aye: (5): Alison Coombs, Gianina Horton, Alli Jackson, Ruben Medina, and Amy Wiles

Voting Nay: (6): Mayor Coffman, Robert Andrews, Françoise Bergan, Curtis Gardner, Stephanie Hancock, and Angela Lawson

Moved by: Alison Coombs

Second by: Amy Wiles

Does Council wish to approve the following amendment to the resolution?

Section 3. This Resolution shall not be applied retroactively. Development Applications currently pending **including those that have had a pre application meeting** and other contractual negotiations that were initiated prior to the effective date of this Resolution (including incentive agreements pursuant to City Code Section 130-298) shall be expressly exempted from this Resolution

Voting Aye: (6): Mayor Coffman, Alison Coombs, Gianina Horton, Alli Jackson, Ruben Medina, and Amy Wiles

Voting Nay: (5): Robert Andrews, Françoise Bergan, Curtis Gardner, Stephanie Hancock, and Angela Lawson

11.a.6 Data Center Development Standards

R2026-98 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DIRECTING THE CITY MANAGER TO IMPLEMENT DATA CENTER REGULATIONS

Sponsor: Curtis Gardner, Council Member

Jason Batchelor, City Manager / Rachel Allen, Deputy City Attorney

Council heard public testimony on the agenda related item.

CM Horton requested continuing the resolution to the next City Council Meeting.

CM Gardner urged to vote no on the continuance. He said having an item put on the agenda at the last minute and saying it was an emergency and that they had to address the issue right away to now asking for a continuance was insanity. He stated they have a process to have these conversations, and they could have worked together, but that was not done.

CM Horton felt confident in her vote with the previous resolution because CM Wiles shared it with all of Council a number of times, but she was also surprised to see this resolution on the agenda. She said in order to vote as a council member, she felt they should vote on a resolution that is robust and understands the complexity of this issue in real time. She added having the work from CM Wiles and CM

Gardner allows them to do their due diligence by the residents of Aurora and not have the divide.

CM Bergan stated CM Gardner reached out to work together with CM Wiles, but that was not accepted. She did not know why they would delay the resolution, as it basically addresses what was in the prior resolution. She noted they are getting things at the last minute in terms of the amendments on the floor and did not get them in writing. She encouraged a no vote on the continuance.

Mayor Coffman encouraged a no vote as well, as the two resolutions are identical when it comes to water and both open-ended on every other issue, but the process is different in regard to a time limit on how long it would take to come back to Council. He said in regard to the 30 days, they would have the ability to opine on it and say if they want to look at other things or if it is insufficient. He liked that it states the process and he did not see any reason to delay that.

MPT Coombs asked if back and forth with staff already occurred with council members on this topic.

J. Batchelor answered yes, he had heard from everyone on the dais at some point or the other regarding this discussion.

MPT Coombs inquired if J. Batchelor indicated to CM Wiles this would likely taking more than 30 days to complete the necessary steps to bring forward the changes.

J. Batchelor responded yes but clarified that he interprets CM Gardner's resolution to start that process. He stated they will be in Study Session in the next meetings to discuss those. He said some of the items can move pretty quickly, like the evaporative cooling, but the UDO changes would take longer.

CM Horton amended her motion to move it to Study Session instead of continuing to the next City Council Meeting.

CM Lawson asked why this did not go to a policy committee where they could have maybe averted some of the confusion. She voiced it seemed CM Gardner tried to work with CM Wiles, but she said no. She said CM Gardner has some of the same parameters that CM Wiles set forth in her resolution, so she asked what was different about them.

Mayor Coffman stated the question was not germane to the question of continuing the motion.

CM Bergan voiced the resolution did not go to Study Session to begin with so why is it going there now after all the communication.

CM Horton asked if CM Gardner's resolution went to a policy committee or Study Session.

P. Schulte answered no.

Moved by: Gianina Horton

Second by: Alison Coombs

Does Council wish to continue this item to Aug. 24th Study Session?

Voting Aye: (5): Alison Coombs, Gianina Horton, Alli Jackson, Ruben Medina, and Amy Wiles

Voting Nay: (6): Mayor Coffman, Robert Andrews, Françoise Bergan, Curtis Gardner, Stephanie Hancock, and Angela Lawson

Staff gave a presentation on the item.

CM Wiles asked if Section 2 was legally defensible, as they had discussions about that with her resolution.

P. Schulte recommended that if Council passes the resolution that they remove Section 2 altogether, as any changes to the code coming before a data center application is final will be affected by any code changes Council brings forward unless otherwise addressed, and he did not want to send any false promises to any developers looking to do a data center.

MPT Coombs expressed her understanding was that Section 2 was there to assure Council people cannot just get in line to hold their spot for the current regulations. She asked if someone filed before they adopt all the regulations, would it be considered legislating retroactively if they try to apply those regulations to an application already in the process.

P. Schulte answered yes, if an application has been filed, but a pre-application meeting does not mean an application is filed and does not give anybody any safeguards.

MPT Coombs asked if anyone could still submit a data center application under their current code up until they pass the subsequent codes if they pass this resolution.

P. Schulte answered no.

MPT Coombs offered friendly amendments to change it to 35 days, as requested by staff, and the striking of Section 2.

CM Gardner accepted the friendly amendments.

MPT Coombs offered another amendment to Section B to include special or conditions use permits with zoning, as requested by staff in CM Wiles' resolution, but was not included in this resolution.

Mayor Coffman asked the City Attorney if that would be covered under Section C.

P. Schulte answered yes, it would cover what CM Coombs asked for.

CM Gardner was glad to see there was general consensus in terms of addressing this issue, and even though he wished the process had been followed, he preferred not having policy committee since they do not use them. He thanked CM Wiles for her work on this and he resented the implication that he did not do the work or not know what he was talking about. He looked forward to coming up with appropriate safeguards to ensure they protect residents and that Aurora stays a business friendly city. He said they have done things over the last several months to create uncertainty for businesses in the city, and business owners cannot handle uncertainty.

CM Bergan shared they should ensure that any business that wants to come to Aurora is compatible with zoning, water use restrictions and other environmental concerns. She said a lot of the business already invested a lot of money to operate in Aurora, and it is poor business practice in terms of unpredictability. She added there are other businesses that could impact their different residential areas besides data centers, and this could have gone to PUD with the UDO changes in this resolution. She noted they do not currently allow any of the data centers to come into the city that do not have a close loop system, and this gives very significant investments to their county and school districts, which reduce their tax burden. She expressed the data center they have already built has contributed $1.1 million to Aurora Public Schools and another one is paying $2 million to Aurora Public Schools, and the others in the planning stages are projected to add at least $86 million. She stated this would help secure Aurora's future and they can mitigate any other valid concerns.

MPT Coombs expressed the work being directed by this resolution, absent a moratorium, is already happening, and this resolution was presented as an alternative to a moratorium, so they do not need to do this to do the work.

Mayor Coffman strongly disagreed. He stated the public needs to be involved in this, not just individual discussions with staff, and the way this resolution is written brings it to a public hearing at Study Session, where they can have a debate on what direction to take.

MPT Coombs responded they have already had public comment, and they wanted a moratorium or a ban, but CM Wiles is bringing forward a set of thoughtful regulations, which she put months into working on already. She added if staff can bring those forward in 30 to 35 days, it is because they already did the work.

CM Hancock called for the question.

Moved by: Curtis Gardner

Second by: Stephanie Hancock

Does Council wish to approve this Resolution with the following amendments?

Amendments:

Section 1 - The City Manager, or designee, is hereby directed to bring forward ordinances for consideration by the City Council within ~~thirty (30)~~ thirty five (35) days to:

Remove Section 2

Voting Aye: (7): Robert Andrews, Françoise Bergan, Curtis Gardner, Stephanie Hancock, Gianina Horton, Angela Lawson, and Amy Wiles

Voting Nay: (3): Alison Coombs, Alli Jackson, and Ruben Medina

Moved by: Stephanie Hancock

Second by: Angela Lawson

Does Council wish to approve the motion to end the debate?

Voting Aye: (7): Mayor Coffman, Robert Andrews, Françoise Bergan, Stephanie Hancock, Gianina Horton, Angela Lawson, and Amy Wiles

Voting Nay: (4): Alison Coombs, Curtis Gardner, Alli Jackson, and Ruben Medina

11.b Finalizing of Ordinances

Ordinances approved unanimously at first reading.

11.b.1 Clarifying Membership Requirements for the Oil and Gas Advisory Committee

2026-32 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 106 OF THE AURORA CITY CODE REGARDING MEMBERSHIP REQUIREMENTS FOR THE AURORA OIL AND GAS ADVISORY COMMITTEE

Jeffrey Moore, Manager of Energy and Environment Division, Planning and Business Development / David Scott, Senior Assistant City Attorney

11.b.2 Amendment to Chapter 134 of the City Code

2026-42 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 134, ARTICLE XI OF THE CITY CODE PERTAINING TO AUTOMATED VEHICLE IDENTIFICATION SYSTEMS

Jason Pray, Lieutenant, Police / Mandy MacDonald, Senior Assistant City Attorney

Council heard public testimony on the agenda-related item.

12. PUBLIC HEARINGS

Public hearings with or without related ordinances.

13. INTRODUCTION OF ORDINANCES

13.a Moratorium on Data Centers

2026-43 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AUTHORIZING A MORATORIUM ON THE ACCEPTANCE OR PROCESSING OF DEVELOPMENT APPLICATIONS WHERE A DATA CENTER IS INCLUDED AS A PROPOSED PRIMARY USE

Sponsor: Amy Wiles, Council Member

Jason Batchelor, City Manager / Rachel Allen, Deputy City Attorney

14. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

14.a A Charter Amendment Concerning Timing of Municipal Elections and Transitional Extension of Terms of Office

2026-41 AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF AURORA, COLORADO, AT A COORDINATED ELECTION ON NOVEMBER 3, 2026, A PROPOSED AMENDMENT TO SECTION 4 OF ARTICLE II OF THE CITY CHARTER CONCERNING MUNICIPAL ELECTIONS TO DIRECT THAT REGULAR MUNICIPAL ELECTIONS SHALL BE HELD IN EVEN-NUMBERED YEARS AND PROPOSED AMENDMENTS TO SECTION 5 OF ARTICLE III TO PROVIDE FOR ONETIME SHORTENED TERMS OF OFFICE TO FACILITATE THE TRANSITION TO REGULAR ELECTIONS OCCURING IN EVEN-NUMBERED YEARS

Sponsor: Alli Jackson, Council Member

Kadee Rodriguez, City Clerk / Peter Schulte, City Attorney

Council heard public testimony on the agenda related item.

CM Hancock expressed the beauty of off-year elections is that their cities, candidates, and local issues receive the attention they deserve, and local government should not be buried beneath the noise, money, and partisan politics of a presidential election. She was concerned about moving a municipal election into a presidential election year, as democracy is about more than increasing the number and is about informed populus, accountability, competitive elections, and ensuring local voices are heard. She stated higher turnout should not automatically be treated as justification for restricting local elections, and they should be cautious about changes that could allow national partisan politics or ideological agendas to overwhelm the nonpartisan municipal elections.

MPT Coombs voiced cooperative elections are about more people voting, and greater participation is the hallmark of democracy.

Mayor Coffman commented that it has not worked well for RTD directors, and he found it ironic that a school board member from Aurora Public School came up and testified for the proposal of moving City Council to the general election ballot but not the Aurora School Board.

CM Jackson wanted to see a greater democracy in Aurora. She said this is nonpartisan and will allow for coalition building, voters to get a break from mailers every year, and will give people an opportunity to hyperfocus on politics every other year instead of one year.

Moved by:	Gianina Horton
Second by:	Alli Jackson

Does the Council wish to support the approval of A Charter Amendment Concerning Timing of Municipal Elections and Transitional Terms of Office?

Voting Aye: (6): Robert Andrews, Alison Coombs, Gianina Horton, Alli Jackson, Ruben Medina, and Amy Wiles

Voting Nay: (4): Françoise Bergan, Curtis Gardner, Stephanie Hancock, and Angela Lawson

15. ANNEXATIONS

16. RECONSIDERATIONS AND CALL UPS

17. GENERAL BUSINESS

18. REPORTS

18.a Mayor

Mayor Coffman encouraged people to go to his Facebook Page for updates. He expressed he would like an update on what the District 3 Transportation Commissioner is doing to help them on State Highway 30.

18.b Council

CM Andrews reported there was a resignation on the CABC from Vita Brown, so he appointed Makias Alamaru (ph).

MPT Coombs went over upcoming items for people to keep in mind, including the City Council Chamber Accessibility Meeting on Wednesday, 5:30-7:30 p.m., in the Aurora Room at City Hall, Town Hall on the renaming of the Central Library on the 15th, at 10:30 a.m., at Central Library, and a housing strategy community feedback session next Thursday, at 5:30 p.m., at the Central Recreation Center. She attended the Proclaiming Colorado's Black History Aurora Exhibit opening, a Purple Heart Ceremony with Mayor Coffman outside of City Hall, Adams County Health Department community briefing and town hall on the tuberculosis response at the Geo Aurora Facility, and spent time with SEIU Local 105 and their committee on political education.

CM Horton reported she has had a number of conversations regarding Fletcher Plaza, some proactive response working with multiple different city agencies to address how to best provide resources and the Community Development Corporation, where the official Steering Committee was launched. She shared she and MPT Coombs on are on the resolution to rename the Central Library and honor Edna Wilson-Mosley, the first African American City Council member, and they will have public comment session on August 15th, in person, and a virtual option on August 25th. She expressed if someone on the dais is going to present an accusation, that the person is allowed to defend themselves, especially if it is male leadership not presenting any facts, as she felt there was not an opportunity for CM Wiles to do that earlier when speaking about data centers.

CM Wiles honored the life of Arthur Wiliams, who was killed by a hit and run driver earlier in the month. She said police are still looking for the person who did that, and all of their information is on APD's website and social media page, and she asked everyone to keep an eye out for that car. She thanked the Reserve Community for hosting her for their town hall, which is next to the data center to be built in their neighborhood. She heard their concerns and intended to honor her campaign promises to advocate for them. She announced that August 22nd, Nelson Holland is doing a Highline Canal cleanup. She added they need Special Olympics volunteers.

CM Medina went to the Colorado Black History Exhibit at the Aurora History Museum, where he gave a proclamation to Ruben Sims, Jr., the first African American Aurora firefighter. He had his town hall, where they talked about ADA compliances around the city and what they are doing to comply with that, as well as what is happening at Council Chambers. He attended the Del Mar Park Community Picnic as well.

CM Hancock attended the Koren War Memorial on the 27th, at General Park, the Aurora Fire and Rescue Training Facility with Mayor Coffman, and the opening reception at the Aurora History Museum. She shared that knew Ruben Sims from their military days, and it was great to see his family attend and hear the proclamation by CM Medina. She attended the Armed Forces Treatment Court, where Judge Day presided over a man who did the hard work and is on his way to recovery and success, the Interfaith Gala in Centennial, along with CM Andrews, where they raised funds to provide meals for the homeless, and a meeting with Tamia Jackson of Aurora SAVE, in which they discussed what Aurora SAVE does and does not do. She shared she is going on the Water Tour tomorrow, and the Public Safety Meeting is this week, at 11 a.m., in the Aurora Room.

CM Lawson announced her Ward 5 Town Hall will be on August 18th, at 6:30, at Misson Viejo, where they will have Planning and Development, and August 29th, at Heather Gardens, where they will talk about planning, development, and retail.

CM Gardner and CM Bergan had no report.

19. PUBLIC INVITED TO BE HEARD

(non-agenda related issues only)

Council heard public comment on non-agenda related matters.

20. ADJOURNMENT

Mayor Coffman adjourned the regular meeting of City Council.

____

MIKE COFFMAN, MAYOR

ATTEST:

____

KADEE RODRIGUEZ, CITY CLERK

CITY OF AURORA
Late Submission Approval for Agenda Item

Item Title: 2027-2028 Collective Bargaining Agreement between the City of Aurora and IAFF Local 1290
Item Initiator: Jacob Bergeron, Labor Relations Office
Staff Source/Legal Source: Jason Batchelor, City Manager/Kimberly Skaggs, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well Managed: High Performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

CRITERIA - PLEASE CONSIDER ITEM FOR LATE SUBMISSION FOR THE FOLLOWING REASON:

☐ There is a time-sensitive legal requirement that must be met and cannot be met by a future meeting date

☒ The delay will result in an adverse financial impact to the city

☐ The item is related to a disaster and must be addressed before the next available meeting

☐ This item was requested by Council Member,

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: N/A

Regular Meeting: 8/24/2026

EXPLANATION: *(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)*

The delay will result in an adverse financial impact to the city.

I understand the agenda item will not be added to the agenda without submitting this completed form as an attachment in e-Scribe. The agenda item will not be added to the agenda if the workflow is not completed by the WORKFLOW COMPLETED date indicated on the agenda deadline calendar.

Jacob Bergeron
Agenda Item Initiator Name

08.11.26
Agenda Item Initiator Signature Date

Jason Batchelor
Late Submission Approver Name (Council Appointee or DCM)

08.11.26
Late Submission Approver Signature Date

CITY OF AURORA
Council Agenda Commentary

Item Title: 2027-2028 Collective Bargaining Agreement between the City of Aurora and International Association of Fire Fighters (IAFF) Local 1290
Item Initiator: Jacob Bergeron, Labor Relations Officer, Human Resources
Staff Source/Legal Source: Jacob Bergeron, Labor Relations Office, Human Resources / Kimberly Skaggs, Senior Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 8/24/2026

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Jacob Bergeron, Labor Relations Officer, Human Resources / Kimberly Skaggs, Senior Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Use dropdown menu to select committee from list.

Policy Committee Date: N/A

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

Item has been discussed in Executive Session throughout negotiations

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Pursuant to City Charter, the city has engaged in collective bargaining with the recognized employee organization for the city's fire fighters. This agreement covers 2027-2028 and has been ratified by a majority of the union members.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☒ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

Any fiscal impacts are included in the 2027 Proposed Budget.

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

QUESTIONS FOR COUNCIL

Does City Council wish to approve of the 2027-2028 collective bargaining agreement between the City of Aurora and International Association of Fire Fighters (IAFF) Local 1290

LEGAL COMMENTS

Agreements reached by the representatives of the City and of the bargaining unit shall be set forth in a written contract . . . to be jointly submitted to the City Council. The collective bargaining contract shall not be binding upon the parties, either in whole or in part, until and unless the members of the certified employee organization shall have ratified said contract by a majority vote in a secret ballot, and until and unless the City Council shall act by majority vote to formally approve said contract. The collective bargaining contract shall be signed by the Mayor and attested by the City Clerk. (City Charter Art. 14-8)(Skaggs)

AGREEMENT

BETWEEN

CITY OF AURORA

AND

LOCAL 1290

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

JANUARY 1, 2027

THROUGH

DECEMBER 31, 2028

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PREAMBLE

This Agreement between the City of Aurora, herein referred to as the "City" and Local 1290, International Association of Fire Fighters, herein referred to as "Local 1290" is designed to promote the improvement of labor relations between the City of Aurora and the uniformed, sworn members of the Fire Department, to protect the public health, safety, and welfare by assuring at all times the orderly and uninterrupted operations and services of City government. It is understood that this Agreement was negotiated in good faith and shall not be violated or abridged in any way by either party.

ARTICLE 1 -- RECOGNITION

Local 1290, having been selected as the representative of the City of Aurora Fire Fighters by a majority vote cast in a secret ballot election, and Local 1290 having been duly certified as such representative by the City of Aurora, and the City herewith recognizes Local 1290 as the exclusive bargaining agent of all sworn, uniformed members of the Aurora Fire Department up to and including the rank of Fire Captain for purposes of negotiating wages, hours, fringe benefits, and other terms and conditions of employment of such employees. The City recognizes that Local 1290 has the right to represent employees at any step of existing grievance procedures when the employee desires such representation.

ARTICLE 2 -- CHECK-OFF

During the life of this Agreement, the City agrees to deduct Union membership dues, fees and assessments levied by Local 1290 in accordance with the Constitution and By-Laws of Local 1290 from the pay of each employee (Union member) including probationary employees who execute or have executed an "Authorization for Payroll Deduction" form. Union membership dues and year-to-date totals of dues shall be noted, where possible, in the appropriate space on the employee's pay slip.

Any Fire Fighter who is not a member of the Union and who individually requests in writing that a fair share deduction be made by completing an “Authorization for Payroll Deduction” form shall have such deduction implemented by the City.

The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article, unless such loss or damage is caused or contributed to by actions of the City.

ARTICLE 3 -- COPIES OF THE AGREEMENT

The City shall furnish to the Union one original fully executed Agreement, and an electronic copy of this Agreement as soon as possible after execution, and shall provide members of the bargaining unit access to this Agreement through electronic means.

ARTICLE 4 -- NON-DISCRIMINATION AND UNION ACTIVITY

The provisions of this Agreement in accordance with applicable Federal and State Laws shall be applied equally to all employees without discrimination as to race, religion, color, gender, sex, creed, age, sexual orientation, disability, ancestry, genetic information, veteran status or political affiliation, governed only by the limitation of the law regarding bona fide occupational qualifications. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

No department supervisor or representative of the City shall discriminate against any employee because he or she has formed, joined or chosen to be represented by the Union or because he or she has given testimony or taken part in any grievance procedure or other hearings, negotiations or conferences as part of the Union recognized under the terms of this Agreement.

Union officials or representatives may be granted time away from their assigned duty station with prior approval of the Fire Chief or his designee, in order to conduct Union business.

ARTICLE 5 -- ANNUAL LEAVE

Section 1: Accrual:

a. Eight (8) hour fire personnel shall be entitled to accrue annual leave in accordance with the following schedule:

Length of Employment		Annual Leave Hours Accrued Each 2080 Hours of Regular Time Worked
Before Completion of 3 yrs.	(6240 hrs.)	104 hours
After completion of 3 yrs.	(6240 hrs.)	120 hours
After completion of 10 yrs.	(20800 hrs.)	137 hours
After completion of 11 yrs.	(22880 hrs.)	154 hours
After completion of 12 yrs.	(24960 hrs.)	171 hours
After completion of 13 yrs.	(27040 hrs.)	188 hours
After completion of 14 yrs.	(29120 hrs.)	205 hours

b. Effective July 1, 2018, employees of the Fire Department working twenty-four (24) hour work shifts shall be entitled to accrue annual leave and charge it against twenty-four (24) hour work shifts in accordance with the following schedule:

Length of Employment	Annual Leave Hours Accrued Each 2496 Hours of Regular Time Worked
Before completion of 3 yrs.	120 hours
After completion of 3 yrs.	144 hours
After completion of 10 yrs.	168 hours
After completion of 12 yrs.	192 hours

Section 2:

Annual leave shall be utilized in accordance with the provisions of the Employee Manual and Department Policies and Procedures.

Section 3: Maximum Accrual:

As of January 1st of each year, maximum permissible accrual shall be as follows:

Category of Employees	Maximum Leave Accrual
Twenty-four (24)-hour Fire Fighters	360 hours
Eight (8)-hour Fire Fighters	256 hours

The Fire Chief may recommend compensation for any excess accrued leave if, in the Chief's opinion, unusually heavy workloads and/or lack of personnel have prevented an employee from using the excess leave. Such compensation shall be at the employee's regular hourly rate for each hour over the maximum accrual as of January 1.

ARTICLE 6 -- SICK LEAVE

Effective July 1, 2018, all fire fighters who work a twenty-four (24) hour shift shall accrue one hundred forty-four (144) hours of sick leave per two thousand four hundred ninety-six (2,496) hours of work, and all fire fighters who work an eight (8) hour shift shall accrue one hundred four (104) hours of sick leave per two thousand eighty (2,080) hours of work.

Sick leave will be taken in accordance with the Employee Manual and City and Department Policies and Procedures, except that:

a. Twenty-four (24) hour shift personnel of the Fire Department shall be entitled to be paid for one-half (½) of accrued sick leave in excess of nine hundred sixty (960) hours (40 shifts).

b. Twenty-four (24) hour shift personnel of the Fire Department who have completed five (5) years of service, upon separation for any reason other than dismissal for cause, shall be paid for one-half (½) of all unused sick leave accrued, but in no event shall such payment exceed nine hundred sixty (960) hours.

c. Eight (8) hour shift personnel of the Fire Department shall be entitled to be paid one-half (½) of accrued sick leave in excess of six hundred and eighty-four (684) hours.

d. Eight (8) hour shift personnel of the Fire Department who have completed five years of service, upon separation for any reason other than dismissal for cause, shall be paid for one-half (½) of all unused sick leave accrued, but in no event shall such payment exceed six hundred and eighty-four (684) hours.

e. The foregoing provisions will be effective January 1, 1983, and pay-offs under subsections (a) and (c) will occur in January of each year at the rate in effect at the time of pay-off.

Prior to separation of service for any reason the Fire Fighter may elect to have any or all accumulated sick leave and unused vacation time paid as compensation. The election to have these monies paid cannot be made more than 12 months prior to separation and must be made at least 60 days prior to separation and shall be paid at least five (5) working days before separation. The fire fighter may contribute this compensation into the City's Deferred Compensation Plan pursuant to the rules of that Plan. Any accumulated sick leave or unused vacation remaining after the election shall be paid into the Post Employment Health Plan for eligible fire fighters as set forth in Article 32. This provision is subject to all limits and regulations governing a §457 plan as enforced by the Internal Revenue Service, including deferral limits and the timing of deferral election forms.

ARTICLE 7 -- PERSONAL LEAVE

Effective January 1, 2027, Fire personnel shall be entitled to the following amounts of annual personal leave: (i) twenty-four (24) hour shift personnel: twenty-four (24) hours; and (ii) eight (8) hour shift personnel: eight (8) hours. Such leave must be taken in accordance with Department procedures. Any personal leave not taken on or before December 31 shall be forfeited without compensation. Personal leave shall not carry forward to the next calendar year, nor shall personal leave be paid out upon separation from the department. Recruits and Cadets are exempt from personal leave.

ARTICLE 8 -- HOLIDAY PAY

Section 1: Effective January 1, 1997 the following shall be legal holidays for all employees:

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Any other special holiday designated by the City Council

Section 2: Effective January 1, 2018, Fire personnel under Civil Service working twenty-four hour shifts shall be compensated at time and one-half (1 ½) for hours worked during the legal holidays set forth in Article 8, Section 1.

Section 3: Holidays shall be observed in accordance with the provisions of the Employee Manual and City and Department Policy and Procedures.

ARTICLE 9 – PAID INJURY OR ILLNESS LEAVE

Paid injury or illness leave shall be granted to all Fire Fighters who experience a job-related injury from the time the injury is reported and throughout the investigative process, provided that such Fire Fighter timely provides information and documentation the City reasonably requests. In the event the injury is determined to not be job-related, the employee will be charged sick and/or annual leave to cover any further injury leave that is used after the determination was made. In the event a Fire Fighter suffers a job-related illness or injury, Fire Fighters remaining in the employ of the City may be granted up to 1 year (2,496 hours for 24-hour employees or 2,080 hours for 8-hour employees) of paid leave in connection with the illness or injury. Nothing in this Article shall affect a Fire Fighter's rights under the FMLA.

ARTICLE 10 -- MATERNITY/PATERNITY LEAVE

Portions of the Employee Manual governing Maternity/Paternity Leave shall apply to Fire Fighters, except that a Fire Fighter may, at her/his discretion, utilize any leaves which are available to her/him or take a leave without pay for the birth of a child within the timeframes described in the Employee Manual.

ARTICLE 11 -- CALL BACK FOR NORMAL OVERTIME

Overtime pay will be paid from the beginning of the shift or at the time a person is called once the shift has started provided the Fire Fighter reports to the duty station within two (2) hours after being called. If the Fire Fighter's arrival time is after the allowed travel time, the Fire Fighter shall receive compensation for the time worked after the arrival at the duty station and shall not be compensated from the time he/she was initially called. Notwithstanding the above, if a Fire Fighter is contacted for overtime and accepts, they shall be compensated for a minimum of two (2) hours if the overtime for that member is subsequently canceled less than two (2) hours before the directed report time.

ARTICLE 12 -- OVERTIME

Section 1: When an 8 hour Fire Fighter voluntarily works a 24 hour shift in addition to his/her 40 hour work week, the rate paid for such overtime is time and one-half of a 24 hour Fire Fighter’s hourly rate at the grade and step of the 8 hour Fire Fighter who performs the overtime work.

Section 2: Overtime shall be paid for any hours a Fire Fighter works beyond the Fire Fighter’s normal schedule, provided that trades shall not trigger the requirement to be paid overtime. The rate paid for such overtime is time and one-half of the rate associated with the position worked.

Section 3: Nothing in this Article shall affect the City’s exclusive right to direct and schedule the work of Fire Fighters.

ARTICLE 13 -- ACTING PAY

Whenever a Fire Fighter fulfills the duties and responsibilities of a rank or position above the rank or position which he/she holds, the Fire Fighter shall be compensated at the rate of such higher rank or eight percent (8.0%) above his/her current rate, whichever is greater, for the period of time that such Fire Fighter continues to fill said higher rank.

Whenever a Fire Fighter with paramedic certification as certified by the Aurora Fire Rescue Medical Director acts at a higher rank, their Acting Pay shall include the paramedic certification pay (as set forth in Article 21 of this Agreement) of their acting rank not their current rank.

Except as provided herein, no Fire Fighter shall receive Acting Pay for fulfilling the duties and responsibilities of a paramedic.

ARTICLE 14 -- EMPLOYEE MANUAL

The Employee Manual of the City of Aurora shall remain in full force and effect except when in conflict with the provisions of this Agreement. During the term of this Agreement, before the City implements changes in the Employee Manual, it shall provide a copy of the proposed changes to the IAFF at least thirty (30) days prior to implementation (except when required by law) to allow the IAFF to provide input to the City regarding the proposed changes.

ARTICLE 15 -- WORK WEEK

Effective January 1, 2017, Fire Fighters currently working 24-hour shifts shall continue to work an average of 56.15 hours per week. Effective July 1, 2018, Fire Fighters working 24-hour shifts shall work an average of 48 hours per week. The present shift periods and schedules shall remain unchanged unless the City first consults with Local 1290 before any changes are made. The foregoing sentence does not and shall not be taken to imply or infer that the City considers matters of work scheduling to be negotiable in recognition of Article 14-3 of the City Charter.

ARTICLE 16 -- LABOR-MANAGEMENT COMMITTEE

There shall be a committee of appropriate size constituted of a representative or representatives of the collective bargaining unit appointed by Local 1290 and a similar number of representatives designated by the Fire Chief which shall meet on a monthly basis or less often, by mutual consent, and such meeting shall be held during working hours. The purpose of these meetings will be to discuss problems and objectives of mutual concern not involving grievances or the terms and conditions of this Agreement.

ARTICLE 17 -- RESEARCH COMMITTEE

At an appropriate point in time prior to the commencement of negotiations for any replacement collective bargaining agreement, the City and Local 1290 shall appoint representatives to research appropriate statistical data which will be relevant to the collective bargaining for the replacement contract. The only responsibility of such persons shall be to develop data and they shall not formulate any opinion or conclusions therefrom.

ARTICLE 18 -- HEALTH AND DENTAL INSURANCE

Throughout the term of this agreement, the City shall offer Fire Fighters the same health and dental insurance plans offered to City employees not in a bargaining unit. Such offerings shall include multiple health insurance plans, with at least one plan having an actuarial value of at least 90% (meeting the actuarial value required of a platinum health plan as provided for in 45 CFR § 156.140) with a City premium contribution percentage to that plan of at least 87% for each coverage tier.

Local 1290 shall have representation on the City's Benefits Committee with the opportunity to participate in discussions regarding any proposed changes to health insurance plans offered by the City.

Throughout the term of this Agreement, Fire Fighters shall have the opportunity to participate in the City's short term disability program.

Nothing in this Article 18 shall preclude the parties from negotiating future changes in health care plans offered by the City beyond the term of this Agreement.

ARTICLE 19 -- LIFE INSURANCE

The City shall provide for each Fire Fighter covered by this Agreement life insurance in the amount equal to twice his/her annual salary. Each Fire Fighter may at his/her option and expense obtain additional coverage.

ARTICLE 20 -- INTENTIONALLY OMITTED

ARTICLE 21 -- WAGE SCHEDULE

Section 1: For the duration of this Agreement, Fire Fighters shall be paid as follows:

2027

Firefighter IV	65% of Firefighter I pay
Firefighter III	72% of Firefighter I pay
Firefighter II	80% of Firefighter I pay
Engineer	110.5% of Firefighter I pay
Lieutenant	120% of Firefighter I pay
Captain	135% of Firefighter I pay

2028

Firefighter IV	65% of Firefighter I pay

Firefighter III	72% of Firefighter I pay
Firefighter II	80% of Firefighter I pay
Engineer	111% of Firefighter I pay
Lieutenant	122% of Firefighter I pay
Captain	135% of Firefighter I pay

Section 2: Effective the first pay period of 2027, Firefighter I shall be paid $112,108.29 per year. The 2027 salary schedule for Fire Fighters will be as shown in Appendix A, attached hereto and shall be effective for the first pay period of 2027.

Effective the first pay period of 2028, Firefighter I shall be paid $116,592.62 per year. The 2028 salary schedule for Fire Fighters will be as shown in Appendix B, attached hereto and shall be effective for the first pay period of 2028.

Section 3: Fire Fighters who have paramedic certification as certified by the Aurora Fire Rescue Medical Director shall receive Paramedic Certification Pay in the form of a pensionable increase by the following percentages of their base salaries dependent upon rank:

Firefighter – 12.5%
Engineer – 5%
Lieutenant – 5%
Captain – 5%

Nothing in this Article shall affect the City's exclusive right to direct the work of Fire Fighters, to assign and classify Fire Fighters, to determine the personnel by which municipal operations are to be conducted, and to determine the level of any activity or service provided by the City.

Section 4: Fire Fighters shall receive Specialty Pay by the following percentages of their base salary depending upon team:

HAZMAT – 1%
TRT – 1%
Wildland – 1%
EMS Field Instructor – 3%
Fire Investigator – 1%

Fire Fighters shall only receive such pay for actual time worked on the specified teams. For example, if a Fire Fighter is assigned to a specialty team but uses leave for a shift, the Fire Fighter shall not receive Specialty Pay for that shift. However, if the City approves a different Fire Fighter to cover for the Fire Fighter on leave on said team, the covering Fire Fighter would receive the corresponding Specialty Pay while covering. Specialty Pay is not pensionable.

Fire Fighters who support more than one team shall be compensated for work on such teams, but Specialty Pay shall in no event be compounded.

Selection for specialty teams, certification requirements, training, and daily staffing levels are management rights not affected by these provisions and will be set forth in the Aurora Fire Rescue Manual of Procedures. EMS Field Instructor assignments shall be at the needs of the Department and sole discretion of the Fire Chief.

Section 5: For all Fire Fighters hired after January 1, 1997 who are eligible for the death and disability coverage provided under § 31-31-811(4), C.R.S., the City shall make the required contribution to the death and disability fund for the years 2027-2028.

Section 6: The parties agree that, for the purposes of negotiating any replacement collective bargaining agreement, they shall compare base wages on an hourly basis.

ARTICLE 22 -- GRIEVANCE PROCEDURE

Section 1: A grievance under the Agreement shall be confined to an alleged violation of any express provision of this Agreement and shall not include any disciplinary matters. Any Fire Fighter or group of Fire Fighters may discuss any matter with their supervisor without invoking the formal grievance procedure provided for in this Article.

Section 2: A grievance must be initiated by either an aggrieved Fire Fighter or by the Aurora Fire Fighters Association on behalf of any one or more individual Fire Fighters. The grievant must reduce the grievance to writing and present the written grievance to the office of the grievant's Battalion Chief of the Fire Department within ten (10) working days after the grievant knew or should have known the facts which gave rise to the grievance.

Section 3: Such Battalion Chief of the Fire Department or his designee shall meet with the grievant and, if the grievant is an individual, representatives of the Aurora Fire Fighters Association in an effort to resolve the grievance within seven (7) working days after being presented with the written grievance. Such Battalion Chief of the Fire Department or his designee must respond in writing to the grievance within five (5) working days following the meeting with the grievant and/or representatives of the Aurora Fire Fighters Association.

Section 4: If the grievance is not resolved to the satisfaction of the Association by such Battalion Chief of the Fire Department or his designee, the Association may appeal the grievance to the Chief within ten (10) working days of receipt of the written answer of the Battalion Chief of the Fire Department or his designee. Within seven (7) working days after receipt of the appeal, the Chief shall meet with the grievant and if the grievant is an individual, with representatives of the Aurora Fire Fighters Association to discuss the grievance. Within five (5) working days after this meeting, the Chief shall give the Association his answer in writing.

Section 5: If the grievance is not resolved to the satisfaction of the Association by the Chief of the Fire Department, the Association may appeal the grievance to the City Manager within ten (10) working days of receipt of the written answer of the Chief of the Fire Department. Within seven (7) working days after receipt of the appeal, the City Manager or his designee shall meet with the grievant and if the grievant is an individual, with representatives of the Aurora Fire Fighters Association to discuss the grievance. Within five (5) working days after this meeting, the City Manager or his designee shall give the Association his answer in writing.

Section 6: Within ten (10) working days after the City Manager has issued his written decision, if the Association is dissatisfied with the decision, the Association shall give written notice to the City Manager of its intent to arbitrate. Within seven (7) working days of the written notice of intent to arbitrate, the parties shall attempt to select a neutral arbitrator to hear and determine the dispute. In the event the parties are unable to agree upon a neutral arbitrator, either party or its representative may refer the matter to the American Arbitration Association to request a panel of seven (7) arbitrators and the parties shall choose the arbitrator in accordance with the rules of the American Arbitration Association. The findings of the Arbitrator shall be final and binding on all parties concerned.

Section 7: The Arbitrator will have the authority to hold hearings and make procedural rules.

Section 8: The findings of the Arbitrator shall be consistent with law and the terms of this Agreement. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify, any of the terms of this Agreement.

Section 9: The cost of any arbitration as well as the Arbitrator's fee shall be borne equally by the parties to the Agreement.

Section 10: Either party may request a Certified Court Reporter to take a stenographic record of the evidence taken at an arbitration hearing. If such stenographic record is taken, a copy of the transcript shall be provided to the Arbitrator. The party requesting a stenographic record shall pay the cost thereof, except that if the other party shall request a copy of any transcript, the parties shall share equally the entire cost of making the stenographic record.

Section 11: The term "working days" as used in this article shall be inclusive of Mondays through Fridays during which the administrative offices of the City are normally open. The term "working days" shall exclude Saturdays, Sundays, and legal holidays.

Section 12: The number of days indicated at each level of the grievance procedure shall be considered as a maximum unless mutually extended by the parties.

Section 13: Nothing contained in this Article is intended to interfere with or abridge any constitutional rights of its employees to petition the City.

ARTICLE 23 -- HEALTH AND SAFETY COMMITTEE

A Health and Safety Committee shall be formed. The committee shall consist of six (6) members, three to be appointed by the Chief of the Fire Department and three to be appointed by AFFPA Local 1290. The chairman of the committee will be chosen by the appointed members of the committee. The committee shall meet and confer on matters that will contribute toward the overall health and safety of the members of the Aurora Fire Department.

ARTICLE 24 -- SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 25 -- EMERGENCY LEAVE

Fire Fighters shall be granted paid emergency leave in accordance with the Employee Manual. Employees who work twenty-four (24) hour shifts shall be granted emergency leave up to a maximum of three (3) work shifts by the Fire Chief. Employees who work eight (8) hour shifts shall be granted paid emergency leave up to a maximum of five (5) work shifts by the Fire Chief.

ARTICLE 26 -- MILEAGE ALLOWANCE

Fire Fighters using private vehicles for department business shall be reimbursed at the mileage allowance which is set by the City. The use of private vehicles must be authorized by the Fire Chief or his authorized representative.

ARTICLE 27 -- PAID INSURANCE FOR SURVIVORS

Section 1: In the event that a member of the bargaining unit is killed in the line of duty, the City shall pay the full cost of health insurance and dental insurance for a surviving spouse and children of the member with the following conditions:

A. The payments for a surviving spouse will end two years after the member's death or upon remarriage, whichever occurs first.

B. The payments for a child will end two years after the member's death or upon the child reaching age 18, whichever occurs first.

Section 2: In the event that a member of the bargaining unit is killed or dies while off duty, or a surviving spouse or dependent child has exceeded the time limit (not age limit) of Section 1, the surviving spouse and dependent children shall be eligible to obtain or continue medical and dental insurance, at the spouse's or child's cost, through the City's group health insurance plan provided the City's health insurance carrier permits such coverage.

ARTICLE 28 -- FUNERAL EXPENSES

When a member of the bargaining unit is killed in the line of duty, or dies from injuries sustained in the line of duty, the City shall be responsible for the actual funeral and burial expenses incurred by the survivors up to a maximum of fifteen thousand dollars ($15,000.00).

ARTICLE 29 -- FLEXIBLE SPENDING ACCOUNT

All members of the bargaining unit shall be allowed to participate in the Flexible Spending Account Program pursuant to the rules and regulations of that program.

ARTICLE 30 -- LEAVE OF ABSENCE

All Fire Fighters may apply for a leave of absence of up to one (1) year for purposes of continuing their education or to deal with hardships. Requests for leave without pay must be approved by the Fire Chief and the City Manager. However, leave without pay which is given pursuant to the City Charter regarding criminal allegations against Fire Fighters shall not be subject to above procedures and limits, but rather shall be subject to the language contained in the Charter.

All annual leave must be exhausted before a leave without pay may be granted, except maternity leave or when leave without pay is used in disciplinary action, or when the Fire Chief approves leave without pay for a Fire Fighter's professional activities. During a leave without pay of more than one (1) work shift, a Fire Fighter does not accrue annual leave, sick leave, credited service for longevity, retirement, or step increase. Failure of a Fire Fighter to return from a leave without pay shall result in termination. A Fire Fighter on leave without pay for more than one (1) calendar month must pay the full cost of insurance benefits.

ARTICLE 31 -- RETIREE HEALTH

The City shall contribute in 2027 an amount equal to 2.4 percent (2.4%) of the 2026 total bargaining unit base salary, and in 2028 an amount equal to 2.4 percent (2.4%) of 2027 total bargaining unit base salary to a trust fund established by the Union for the purpose of providing payments to members of the bargaining unit for health insurance upon retirement. The trust fund will be established in accordance with all applicable State and Federal laws. Prior to any such contribution being made, the Union will provide the City with copies of the properly adopted Trust and Plan, and indicate the designated trustee. The City will transmit the amounts in question on a quarterly basis within three weeks following the first payroll in April, July, October and January.

The Union agrees that the sole responsibility of the City in connection with this contribution is to forward the funds in question to the designated trustee and the Union and the trustee are fully and completely responsible for the investment and disposition of such funds, once they have been turned over to the trustee. The Union agrees to save the City harmless from any and all actions arising out of these contributions and operation of the trust fund whether such action is commenced by any Fire Fighter, the trustee or anyone against the City, and will fully and completely reimburse the City for any and all costs, attorneys fees or damages associated with any such action.

ARTICLE 32 -- POST RETIREMENT HEALTH PLAN

Section 1: The City agrees to participate in the Post Employment Health Plan (PEHP), Health Care Insurance Premium Sub-account, for Collectively Bargained Public Employees (Plan) in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which has been provided to the City. The parties hereto hereby designate Nationwide Retirement Solutions (or its successor appointed in accordance with the Plan and Trust documents) to act as Plan Administrator for the Plan and the City agrees to contribute to the Plan as set forth in this Article.

Section 2: Except as provided in Section 3, upon termination of employment (which does not include death) after having reached age 50, or qualifying for a disability retirement, a percentage of the eligible fire fighter's accumulated sick leave and accrued but unpaid vacation that would have otherwise been paid to the eligible fire fighter had the City not participated in the Plan shall be contributed to the Participant's Health Care Insurance Premium Reimbursement Sub-account. Those fire fighters who separated from service prior to January 1, 2009 shall not be subject to the Plan. The Union will notify the City of the contribution percentage of the eligible fire fighters' accumulated sick leave by November 15th of the previous year, as provided in Section 4. This section is further subject to the following restrictions:

The City shall deduct any overpayments to the fire fighter or other legal offsets due to the City from the fire fighter prior to the percentage calculation being made, however, before overpayment deductions and other legal offsets are made from accumulated sick leave and accrued but unpaid vacation, the City will first make the deductions and offsets from other compensable absences of the fire fighter, if any, and then any remaining balance shall be deducted and offset from the accumulated sick leave and accrued but unpaid vacation.

Section 3: Fire fighters who are eligible for fully paid family retiree medical benefits through TRICARE, any other military program or by their status as a Native American through the Bureau of Indian Affairs medical benefit programs shall not be eligible for or subject to the contribution amount set forth in this Article.

Section 4: Annually, the Union reserves the right to modify the funding formulas of the Plan as set forth in Section 2 pertaining to the amount of accumulated sick leave and accrued but unpaid vacation being contributed to the Plan on behalf of the eligible fire fighters.

ARTICLE 33 -- PENSION COVERAGE

Section 1: All Fire Fighters hired on or after October 1, 2011 shall be covered by the Statewide Defined Benefit Pension Plan of the Fire and Police Pension Association (FPPA). The City shall contribute the amount set by the FPPA and the fire fighters shall contribute the amount set by the FPPA. All terms of the pension plan shall be set according to state law.

Section 2: All Fire Fighters hired before October 1, 2011, shall be covered by one of the FPPA plans (Statewide Defined Benefit Pension Plan (“SWDB”), Statewide Hybrid Plan or Money Purchase Component only).

For such Fire Fighters in the SWDB, the City and the Fire Fighters shall contribute the amount set by the FPPA. The City shall pay the 0.2% reentry fee in 2027 and 2028.

For such Fire Fighters in the Statewide Hybrid Plan or the Money Purchase Component, the City will contribute 10.5% of the Fire Fighter’s salary, and the Fire Fighter shall contribute the amount set by the FPPA.

All terms of the pension plans shall be set by state law.

ARTICLE 34 -- TERM OF AGREEMENT

This Agreement shall become effective January 1, 2027 and all of its provisions shall remain effective through December 31, 2028. Additionally, all provisions which do not have a budget impact shall remain effective from and including January 1, 2027 through and including December 31, 2028.

The parties to this contract mutually desire that all of its provisions shall be and remain effective from January 1, 2027, through and including December 31, 2028. However, in order to ensure compliance with the provisions of the Tabor Amendment, Article X, Section 20(4)(b) of the Colorado Constitution and because the parties recognize that there may be an inability on behalf of the City of Aurora to contract at this time for items with a budget impact until such time as the budget process for the fiscal year 2028 is followed, the parties hereby agree that the Local 1290 shall reopen this contract for negotiations of all items with a fiscal impact (an impact on budget) which are to be effective on January 1, 2028 through and including December 31, 2028. This reopener shall be initiated within the time limits specified by Article XV of the Charter of the City of Aurora. In the event the parties are unable to agree that those items contained in the Agreement which by their own terms are to be effective on January 1, 2028 shall be placed into effect, then that party which refuses to renew the Agreement at that time shall be deemed to have bargained in bad faith during negotiations leading to the 2028 contract for any and all purposes.

It is specifically understood and agreed that this conclusion of failure to bargain in good faith shall be utilized by any fact finder, mediator, or arbitrator appointed pursuant to Article XV of the Charter of the City of Aurora, and may be the basis relied upon by the fact finder pursuant to Article XV to recommend that those provisions contained in this contract to be effective on January 1, 2028, should be placed into effect on January 1, 2028.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date hereof by their respective representatives duly authorized to do so this _____ day of __________, 2026.

AURORA FIRE FIGHTERS LOCAL 1290 **IAFF, AFL-CIO, CLC**	**CITY OF AURORA**
By ________________________ President	By ________________________ Mayor
ATTEST:	
________________________ Secretary/Treasurer	________________________ City Manager

ATTEST:

____
City Clerk

APPROVED AS TO FORM:

____
City Attorney

APPENDIX A CIVIL SERVICE EMPLOYEES/FIRE 2027 WAGE SCHEDULE 01/01/2027 - 12/31/2027		
Position	**Grade**	Annual *Monthly* **Hourly**
FIREFIGHTER IV (24 HOUR)	854	$72,870.39 *$6,072* **$29.19487**
FIREFIGHTER III (24 HOUR)	855	$80,717.97 *$6,726* **$32.33894**
FIREFIGHTER II (24 HOUR)	856	$89,686.64 *$7,473* **$35.93215**
FIREFIGHTER I (24 HOUR)	857	$112,108.29 *$9,342* **$44.91519**
ENGINEER (24 HOUR)	859	$123,879.67 *$10,323* **$49.63128**
FIRE LIEUTENANT (24 HOUR)	861	$134,529.95 *$11,210* **$53.89822**
FIRE CAPTAIN (24 HOUR)	863	$151,346.20 *$12,612* **$60.63550**
FIREFIGHTER IV (8 HOUR)	853	$72,870.39 *$6,072* **$35.03385**
FIREFIGHTER III (8 HOUR)	852	$80,717.97 *$6,726* **$38.80672**
FIREFIGHTER II (8 HOUR)	851	$89,686.64 *$7,473* **$43.11858**
FIREFIGHTER I (8 HOUR)	858	$112,108.29 *$9,342* **$53.89822**
ENGINEER (8 HOUR)	860	$123,879.67 *$10,323* **$59.55754**
FIRE LIEUTENANT (8 HOUR)	862	$134,529.95 *$11,210* **$64.67787**
FIRE CAPTAIN (8 HOUR)	864	$151,346.20 *$12,612* **$72.76260**

APPENDIX B CIVIL SERVICE EMPLOYEES/FIRE 2028 WAGE SCHEDULE 01/01/2028 - 12/31/2028		
Position	**Grade**	Annual *Monthly* **Hourly**
FIREFIGHTER IV (24 HOUR)	854	$75,785.21 *$6,315* **$30.36267**
FIREFIGHTER III (24 HOUR)	855	$83,946.69 *$6,995* **$33.63249**
FIREFIGHTER II (24 HOUR)	856	$93,274.10 *$7,772* **$37.36944**
FIREFIGHTER I (24 HOUR)	857	$116,592.62 *$9,716* **$46.71179**
ENGINEER (24 HOUR)	859	$129,417.81 *$10,784* **$51.85009**
FIRE LIEUTENANT (24 HOUR)	861	$142,243.00 *$11,853* **$56.98839**
FIRE CAPTAIN (24 HOUR)	863	$157,400.04 *$13,116* **$63.06092**
FIREFIGHTER IV (8 HOUR)	853	$75,785.21 *$6,315* **$36.43520**
FIREFIGHTER III (8 HOUR)	852	$83,946.69 *$6,995* **$40.35899**
FIREFIGHTER II (8 HOUR)	851	$93,274.10 *$7,772* **$44.84332**
FIREFIGHTER I (8 HOUR)	858	$116,592.62 *$9,716* **$56.05415**
ENGINEER (8 HOUR)	860	$129,417.81 *$10,784* **$62.22011**
FIRE LIEUTENANT (8 HOUR)	862	$142,243.00 *$11,853* **$68.38606**
FIRE CAPTAIN (8 HOUR)	864	$157,400.04 *$13,116* **$75.67310**

CITY OF AURORA
Late Submission Approval for Agenda Item

Item Title: 2027-2028 Collective Bargaining Agreement between the City of Aurora and Fraternal Order of Police, Lodge #49
Item Initiator: Jacob Bergeron, Labor Relations Office
Staff Source/Legal Source: Jason Batchelor, City Manager/Kimberly Skaggs, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well Managed: High Performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

CRITERIA - PLEASE CONSIDER ITEM FOR LATE SUBMISSION FOR THE FOLLOWING REASON:

☐ There is a time-sensitive legal requirement that must be met and cannot be met by a future meeting date

☒ The delay will result in an adverse financial impact to the city

☐ The item is related to a disaster and must be addressed before the next available meeting

☐ This item was requested by Council Member,

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: N/A

Regular Meeting: 8/24/2026

EXPLANATION: *(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)*

The delay will result in an adverse financial impact to the city.

I understand the agenda item will not be added to the agenda without submitting this completed form as an attachment in e-Scribe. The agenda item will not be added to the agenda if the workflow is not completed by the WORKFLOW COMPLETED date indicated on the agenda deadline calendar.

Jacob Bergeron
Agenda Item Initiator Name

Jason Batchelor
Late Submission Approver Name (Council Appointee or DCM)

Agenda Item Initiator Signature — Date: 08.11.26

Late Submission Approver Signature — Date: 08.11.26

CITY OF AURORA
Council Agenda Commentary

Item Title: 2027-2028 Collective Bargaining Agreement between the City of Aurora and Fraternal Order of Police, Lodge #49
Item Initiator: Jacob Bergeron, Labor Relations Officer, Human Resources
Staff Source/Legal Source: Jacob Bergeron, Labor Relations Officer, Human Resource / Kimberly Skaggs, Sr. Assistant City Attorney**Staff Source/Legal Source:** Jacob Bergeron, Labor Relations Officer, Human Resource / Kimberly Skaggs, Senior Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 8/24/2026

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Jacob Bergeron, Labor Relations Officer, Human Resources / Kimberly Skaggs, Senior Assistant City Attorney

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ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Study Session

☐ Information Only

☒ Approve Item as Proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Use dropdown menu to select committee from list.

Policy Committee Date: N/A

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

Discussion in Executive Session throughout negotiations.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Pursuant to City Charter, the City has negotiated a collective bargaining agreement with the Fraternal Order of Police. The agreement covers 2027 through 2028.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☒ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

Any fiscal impacts are included in the 2027 Proposed Budget.

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

QUESTIONS FOR COUNCIL

Does City Countil wish to approve the 2026-2027 Collective Bargaining Agreement between the City of Aurora and Fraternal Order of Police, Lodge #49?

LEGAL COMMENTS

Agreements reached by the representatives of the City and of the bargaining unit shall be set forth in a written contract prepared by them . . . to be jointly submitted to the City Council. The collective bargaining contract shall not be binding upon the parties, either in whole or in part, until and unless the members of the certified employee organization shall have ratified said contract by a majority vote in a secret ballot, and until and unless the City Council shall act by majority vote to formally approve said contract. The collective bargaining contract shall be signed by the Mayor and attested by the City Clerk. (City Charter Art. 15-8)(Skaggs)

AGREEMENT BETWEEN

THE CITY OF AURORA

AND

FRATERNAL ORDER OF POLICE, LODGE # 49

JANUARY 1, 2027

THROUGH

DECEMBER 31, 2028

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PREAMBLE

This Agreement between the City of Aurora, herein referred to as the "City", and the Fraternal Order of Police, Lodge # 49, herein referred to as the "FOP", is designed to promote the improvement of labor relations between the City of Aurora and the commissioned officers of the Police Department, to protect the public health, safety, and welfare by assuring at all times the orderly and uninterrupted operations and services of City government. It is understood that this Agreement was negotiated in good faith and shall not be violated or abridged in any way by either party. The terms “member,” “employee,” or “officer” as used throughout this Agreement shall mean bargaining unit member regardless of the rank of the member unless parties expressly state that the provision only applies to a specific rank or assignment.

ARTICLE 1. COPIES OF AGREEMENT

The City shall publish an electronic version of this Agreement on the City intranet and shall provide members of the bargaining unit access to this Agreement through electronic means, prior to commencement of this Agreement.

ARTICLE 2. NON-DISCRIMINATION AND FOP ACTIVITY

Section 1: The provisions of this Agreement in accordance with applicable federal and state laws shall be applied equally to all employees without discrimination as to race, religion, color, gender, sex, creed, age, sexual orientation, disability, ancestry, genetic information, veteran status or political affiliation, governed only by the limitation of the law regarding bona fide occupational qualifications.

Section 2: No department supervisor or representative of the City shall discriminate against any employee because they have formed, joined or chosen to be represented by the FOP or because they have given testimony or taken part in any grievance procedure or other hearings, negotiations or conferences as part of the FOP recognized under the terms of this Agreement.

Section 3: When the Police Chief or his/her designee has granted prior approval, FOP officials or representatives shall be allowed time away from their assigned duty station in order to conduct FOP business. Nothing herein shall limit the discretion of the Police Chief or his/her designee in approving such time off.

Section 4: The City agrees to deduct the FOP membership or initiation fees, dues, general or special assessments from the monthly gross pay of each officer who individually requests in writing that such deduction be made. The FOP shall designate the amount of the deduction and the aggregate amount of such deduction shall be remitted, together with an itemized statement, to the FOP no later than the fifteenth day of the month in which such deductions are made. The written authorization for deduction hereunder shall remain in full force and effect until revoked in writing by the officer.

Section 5: The FOP agrees that it will indemnify and save the City harmless from all suits, actions and claims against the City or persons acting on behalf of the City whether for damages, compensation, or any other combination thereof arising out of the City's compliance with the terms of Section 4 herein unless such damages are caused by the City's mistake. The FOP shall reimburse the City for any and all reasonable costs and attorney's fees arising out of the defense of any such action against the City. The City agrees to cooperate with the FOP and its counsel concerning any such litigation.

ARTICLE 3. UNIFORMS AND EQUIPMENT

Section 1: During the term of this Agreement, the City shall pay for all leather gear purchased, replaced, or repaired for all Police Officers.

Section 2: For newly hired officers, the City shall provide one pair of shoes and one pair of boots that conform to Department policy. After the completion of their first year, officers shall receive an annual boot allowance of up to three hundred dollars ($300) per year for the purchase of Department approved boots or to re-sole their current boots. Officers shall have the option to purchase new boots or to re-sole their current boots. When several types of footwear are approved for wear by the Chief of Police, the Officer shall be allowed to choose the type that he/she prefers under this provision.

Section 3: The City shall provide a clothing allowance of seventy-five dollars ($75.00) per month for non-uniform Police Officers.

Section 4: The City shall provide five (5) full uniforms to each Police Officer. Each full uniform shall consist of one summer shirt, one pair of pants and one winter shirt. In addition, the City shall continue to provide one jacket, one raincoat, one hat and necessary ties.

Section 5: The City shall provide a vest allowance of one thousand five hundred dollars ($1500.00) for the cost of purchasing a soft body armor vest to include the purchase of external plates and external and internal carrier under the uniform shirt, provided that this allowance shall be made available to each Police officer only one time every four years. If the vest is rendered unserviceable due to Police related activity, the City shall pay the full cost for replacement of the vest. If the City receives federal funds for the purchase of vests, the money will be used to reimburse the officer up to the full cost of the vest. The Police Officer may purchase the vest from the City's supplier in the same manner as any other equipment. If the vest costs more than the allowance, the Police Officer shall pay the difference. Also, the Police Officer may purchase the vest at any other supplier and submit the receipt for reimbursement up to the amount of the allowance.

ARTICLE 4. GENERAL LEAVE

Section 1: Effective March 22, 2025, General Leave shall accrue for all officers as follows:

Years of Service	Service Hours	Hours	Days	Accrual per Pay Period	Max Balance Hours	Max Balance Days
0 - 2.99	Before 6,240	80	8	3.077	80	8
3 - 4.99	After 6,240	100	10	3.846	150	15
5 - 9.99	After 10,400	160	16	6.154	240	24
10 - 13.99	After 20,800	190	19	7.308	285	28.5
14+	After 29,120	230	23	8.846	345	34.5

In calculating General Leave accrual rates, Police Officers who were lateral hires will be given credit for three (3) additional years' experience with the City (e.g., a lateral hire with three (3) years' experience (6240 seniority hours) with the City shall accrue General Leave at the same rate as a non-lateral hire with six (6) years' experience with the City and shall continue until the maximum accrual rate is attained). The payout limits and minimum balances are applicable to the actual years of service not the 3-year inflation for the accrual.

General Leave shall be taken in accordance with the Employee Policy Book.

"Legacy Annual Leave" shall refer to any vacation or annual leave accrued on or before March 22, 2025 and it shall be taken pursuant to the Employee Policy Book. Whenever, in the opinion of the Chief of Police, due to excessive workloads and/or lack of personnel, a Police Officer is unable to utilize Legacy Annual Leave accrued in excess of two hundred and sixty (260) hours which has been previously scheduled and approved, he/she shall be compensated at his/her hourly rate for each and every hour above the maximum accrual.

Section 2: Annual payout of General Leave shall be permitted for all officers as follows:

	Annual Payout		
Years of Service	Service Hours	Hours	Days
0 - 2.99	Before 6,240	24	2.4
3 - 4.99	After 6,240	32	3.2
5 - 9.99	After 10,400	48	4.8
10 - 13.99	After 20,800	80	8
14+	After 29,120	100	10

General Leave shall be paid out in accordance with the Employee Policy Book.

ARTICLE 5. PERSONAL LEAVE

After completion of one (1) year of continuous service, all members of the bargaining unit shall receive a total of fifty (50) hours of personal leave with pay each calendar year.

The parties acknowledge the discontinuance of the practice of adding eight (8) hours each year to the annual leave banks for officers not in administrative positions within the Department.

Personal leave shall be taken in accordance with the Employee Policy Book. Personal leave may not be taken in increments of less than two (2) hours and may not carry over into the next calendar year. Any personal leave that is not utilized in the year in which it accrues shall be lost and there is no compensation for unused personal leave.

ARTICLE 6. LEAVE OF ABSENCE

All commissioned police officers may apply for a leave of absence of up to one (1) year for purposes of continuing their education or to deal with hardships. Requests for leave without pay must be approved by the Chief of Police and the City Manager. However, leave without pay which is given pursuant to the City Charter regarding criminal allegations against police officers shall not be subject to above procedures and limits, but rather shall be subject to the language contained in the Charter.

All leave banks except short term care leave, subject to the terms and conditions of the Employee Policy Book, must be exhausted before a leave without pay may be granted, or when leave without pay is used in disciplinary action, or when the Police Chief approves leave without pay for an employee's professional activities. A leave of absence under this Article shall not include any military leave, FMLA leave, or leave granted as a result of an ADA, religious, or pregnancy accommodation. During a leave without pay of more than one (1) work shift, an employee does not accrue leave, retirement, or step increase. Failure of a police officer to return from a leave without pay shall result in termination. A police officer on leave without pay for more than one (1) calendar month must pay the full cost of insurance benefits.

ARTICLE 7. EMPLOYEE/FAMILY CARE (EFCL) LEAVE

Officers are eligible for EFCL as governed by the applicable Business Policy Memorandum.

ARTICLE 8. SAFETY AND HEALTH

The City shall endeavor to conform to and comply with applicable Federal and State regulations regarding the safety and health of its employees during hours of employment.

ARTICLE 9. HEALTH AND DENTAL INSURANCE

The City shall offer members the same health and dental insurance plans offered to City employees not in a bargaining unit. Such offerings shall include multiple health insurance plans, with at least one plan having an actuarial value of at least 90% (meeting the actuarial value required of a platinum health plan as provided for in 45 CFR § 156.140) with a City premium contribution percentage to that plan of at least 87% for each coverage tier.

The FOP shall have representation on the City's Benefits Committee with the opportunity to participate in discussions regarding any proposed changes to health insurance plans offered by the City.

ARTICLE 10. RETIREE HEALTH

The City shall contribute in 2027 an amount equal to 2.4 percent (2.4%) of the 2026 total bargaining unit base salary, and in 2028 an amount equal to 2.4 percent (2.4%) of 2027 total bargaining unit base salary to a trust fund established by the FOP for the purpose of providing payments to members of or those promoted from the bargaining unit for health insurance for those who retire from the City in accordance with APD DM 4.6.7 on or after January 1, 2023.

The trust fund will be established in accordance with all applicable State and Federal laws. Prior to any such contribution being made, the FOP will provide the City with copies of the properly adopted Trust and Plan, and indicate the designated trustee. The City will transmit the amounts in question on a quarterly basis within three weeks following the first payroll in April, July, October and January.

The FOP agrees that the sole responsibility of the City in connection with this contribution is to forward the funds in question to the designated trustee and the FOP and the trustee are fully and completely responsible for the investment, management, and disposition of such funds, once they have been transferred to the trustee as required in this Article. The FOP agrees to hold the City harmless from any and all actions arising out of these contributions and operation of the trust fund whether such action is commenced by any Police Officer, the trustee or anyone against the City, and will fully and completely indemnify and defend the City against any such suits, pay for any and all costs, attorneys fees or damages associated with any such action, provided that the City agrees to allow the FOP to provide legal representation to the City to defend any such suit unless there is a identified and legitimate ethical conflict preventing such representation. The City shall have the right to participate in and supervise the litigation in accordance with the attorney-client relationship created by such representation.

ARTICLE 11. GROUP LIFE INSURANCE

During the term of this Agreement, the City shall provide group life insurance coverage for each Police Officer in the bargaining unit in an amount equal to twice each Police Officer's annual salary rounded off to the next highest one thousand dollars ($1,000.00) if not an even multiple of one thousand, and dependent life insurance in an amount of one thousand dollars ($1,000.00) for each dependent. Officers may purchase additional coverage at their own expense.

ARTICLE 12. WAGES

Section 1: The base salary schedule for the Police Officers effective on the first pay period that includes January 1, 2027 is shown in Appendix A as attached hereto.

The base salary schedule for Police Officers effective on the first pay period that includes January 1, 2028 is shown in Appendix B as attached hereto.

Section 2: **Step Increases.** All Police Officers holding rank of Patrol Officer, First Grade or higher, shall receive step increases as set forth in Appendices A and B for that rank.

The step increases provided in Appendices A and B shall be made as described within those Appendices, provided that the Police Officer receives a satisfactory performance evaluation for that year, up to the maximum step for the rank on the salary schedules in Appendix A and B. Failure to receive a satisfactory performance evaluation in any given year shall result in no step increase for that year.

Failure to qualify for a step increase in any given year shall not result in the loss of any step increases earned in prior years.

Police Officers who promote ranks shall be placed in the lowest step in the new rank that results in at least a 2% (two percent) wage increase for the Police Officer. This shall not apply to Police Officers in the assignment of Patrol Officer Specialist, Police Sergeant Specialist, or Agent Specialist; rather, Police Officers in those assignments who promote shall be placed in the lowest step in the new rank that results in a wage increase from the step the Police Officer occupied in the rank without the assignment (Patrol Officer I, Police Sergeant or Police Agent).

Section 3: For all officers hired after January 1, 1997 who are eligible for the death and disability coverage provided under §31-31-811(4), C.R.S., the City shall make the required contribution to the death and disability fund for the years 2027 and 2028.

Section 4: Police Officers designated by the City as Patrol Officer Specialists, Police Agent Specialists, or Police Sergeant Specialists shall receive Specialist Pay in the form of a pensionable increase of 7% of their base salaries while so designated.

Section 5: In 2027, Police Officers who are regularly scheduled for the following shifts shall receive the following increases for actual time worked during such shifts: (a) swing shift (start time after 1000 hours) – 1.5%; and (b) graveyard shift (start time after 2000) – 3%. In 2028, Police Officers who are regularly scheduled for the following shifts shall receive the following increases for actual time worked during such shifts: graveyard shift (start time after 2000) – 1.5%.

ARTICLE 13. GRIEVANCE PROCEDURE

Section 1: A grievance under the Agreement shall be confined to an alleged violation of any express provision of this Agreement and shall not include any disciplinary matters. Any Police Officer or group of Police Officers may discuss any matter with their supervisor without invoking the formal grievance procedure provided for in this Article.

Section 2: A grievance must be initiated by either an aggrieved Police Officer or by the FOP on behalf of any one or more individual Police Officers. The grievant must reduce the grievance to writing and present the written grievance to the office of the Chief of the Police Department within ten (10) working days after the grievant knew or should have known the facts which gave rise to the grievance and, to trigger the Chief's response time, send the grievance via email to all Deputy and Division Chiefs.

The written grievance should contain:

(a) a written statement of the grievance and the facts upon which it is based;

(b) a written allegation of the specific wrongful act and harm done; and

(c) a written statement of the remedy or adjustment sought.

Section 3: The Chief of the Police Department or his designee shall meet with the grievant and, if the grievant is an individual, representatives of the FOP in an effort to resolve the grievance within ten (10) working days after being presented with the written grievance. The Chief of the Police Department or his designee must respond in writing to the grievance within ten (10) working days following the meeting with the grievant and/or representatives of the FOP.

Section 4: If the grievance is not resolved to the satisfaction of the FOP by the Chief of the Police Department or his designee, the FOP may appeal the grievance to the City Manager within ten (10) working days of receipt of the written answer of the Chief of the Police Department or his designee. Within ten (10) working days after receipt of the appeal, the City Manager or his designee shall meet with the grievant and if the grievant is an individual, with representatives of the FOP to discuss the grievance. Within ten (10) working days after this meeting, the City Manager or his designee shall give the FOP his answer in writing.

Section 5: Within ten (10) working days after the City Manager has issued his written decision, if the FOP is dissatisfied with the decision, the FOP shall give written notice to the City Manager of its intent to arbitrate. Within ten (10) working days of the written notice of intent to arbitrate, the parties shall attempt to select a neutral arbitrator to hear and determine the dispute. In the event the parties are unable to agree upon a neutral arbitrator, either party or its representatives may request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service, and the parties shall choose the arbitrator by counter-striking the names on the list received. The findings of the Arbitrator shall be final and binding on all parties concerned.

Section 6: The Arbitrator shall have the authority to hold hearings and make procedural rules.

Section 7: The findings of the Arbitrator shall be consistent with law and with the terms of this Agreement. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify, any of the terms of this Agreement.

Section 8: The cost of any arbitration as well as the Arbitrator's fee shall be borne equally by the parties to the Agreement.

Section 9: Either party may request a Certified Court Reporter to take a stenographic record of the evidence taken at an arbitration hearing. If such stenographic record is taken, a copy of the transcript shall be provided to the Arbitrator. The party requesting a stenographic record shall pay the cost thereof, except that if the other party shall request a copy of any transcript, the parties shall share equally the entire cost of making the stenographic record.

Section 10: The term "working days" as used in this Article shall be inclusive of Mondays through Fridays during which the administrative offices of the City are normally open. The term "working days" shall exclude Saturdays, Sundays, and legal holidays.

Section 11: The number of days indicated at each level of the grievance procedure shall be considered as a maximum unless said limit is mutually extended.

Section 12: Nothing contained in this Article is intended to interfere with or abridge any constitutional rights of its employees to petition the City.

ARTICLE 14. CHANGES TO EMPLOYEE POLICY BOOK

During the term of this Agreement, before the City implements changes in the Employee Policy Book, it shall provide a copy of the proposed changes to the FOP at least thirty (30) days prior to implementation (except when required by law) to allow the FOP to provide input to the City regarding the proposed changes.

ARTICLE 15. SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 16. OVERTIME AND COMPENSATORY TIME

Section 1: Overtime shall be paid at the rate of one and one-half times (1 1/2 X) a Police Officer's regular hourly rate. Such overtime shall not apply to Lieutenants or Captains, except as specifically authorized by the Chief of Police. Members of the bargaining unit shall be paid overtime pay when those members are off duty and are required to appear for called or authorized administrative hearings, or they are required to work beyond their regularly scheduled shift hours or on their regularly scheduled day(s) off to perform police functions. Members will be paid overtime for the actual time worked except that there will be a two-hour minimum overtime pay for being called in from an off-duty status. Otherwise, overtime shall be paid to Police Officers for regularly scheduled hours actually worked beyond the maximum threshold prescribed by the regulations implementing the Fair Labor Standards Act for employees engaged in law enforcement activities based on the work period defined by the City. There shall be no pyramiding of overtime.

On a pilot basis for 2027 and 2028 only, Lieutenants shall receive additional pay in accordance with Department policy for work performed in excess of forty-five (45) hours in any consecutive seven (7) calendar day period for Lieutenants working on a seven (7) day duty cycle (or for Lieutenants assigned a duty cycle longer than seven (7) days, for hours worked over forty-five (45) per week when the weekly average of hours worked during the duty cycle is calculated), as follows: Lieutenants shall be paid their overtime rate for such work.

Section 2: **Base Pay.** Computation of the officer's hourly rate shall be determined by adding the officer's annual base salary and steps, to which the officer is entitled in a given year and dividing that total annual figure by two thousand eighty (2080) hours. Necessary adjustments, because of the mode of payment of any of these items, will be made on an annual basis.

Section 3: Members of the bargaining unit, shall be paid overtime pay when those members are off duty and are required to appear for court, authorized administrative hearings, or they are required to come to work to perform police functions. Members will be paid overtime for the actual time worked except that there will be a two-hour minimum overtime pay for being called in from an off-duty status. Members shall receive two hour minimum overtime pay for multiple "show-ups" in the same day as long as the show ups are at different locations or at least two hours apart from one another at the same location. Members who are required to appear in court immediately after their normal tour of duty will be paid overtime for the actual time spent in court. Members who are required to appear in court within two hours immediately preceding their normal duty time will receive the two-hour minimum overtime payment.

The two-hour minimum overtime pay shall also apply to subpoenas to testify in job related civil cases as long as any other monies received from outside sources are turned over to the Department when submitting for overtime payment. When members are required to appear for Internal Affairs investigations or other municipal administrative hearings they shall receive the two-hour minimum overtime payment as long as their testimony is for the City. This section does not apply to an accused member who appears at an administrative hearing if the alleged charges are sustained.

Members who receive subpoenas for court while they are on suspension without pay shall not be entitled to the two-hour minimum or to overtime pay under any circumstances. All pay shall be at straight time for the actual time spent in court.

Section 4: **Compensatory Time.** All overtime worked pursuant to the collective bargaining agreement between the City of Aurora and the FOP shall be compensated for in either money or time off pursuant to this agreement. All overtime work must be approved by the member's supervisor prior to the work being performed. Time worked will be recorded pursuant to the Department's established record keeping procedures.

After working overtime, members will designate whether they want to be compensated in money or time off. If the member requests compensation in money, that request will be honored unless a supervisor, for reasonable cause, denies the request. Any such denial is subject to review through the chain of command and ultimately through the grievance procedure of the collective bargaining agreement. If the member requests compensation in compensatory time off, said request shall be granted, absent extraordinary circumstances, until the member achieves a bank of one hundred sixty (160) hours (106.67 hours of overtime worked). If a member has accumulated a bank of one hundred sixty (160) hours or more, then a request for further accrual of compensatory time off must be approved by a Division Chief or his designee.

The maximum amount of time accumulated in a compensatory time bank for each member, subject to proper approval, is four hundred and eighty (480) hours of compensatory time off for overtime worked on or after April 15, 1986.

When a member wants to take compensatory time off which was previously earned, the following procedures will apply. If the member desires to take off a block of time less than forty (40) hours, his request to do so must be granted within fourteen (14) days of the request, except under emergency circumstances. If the member desires to take off a block of time of forty (40) hours or more, the member must make the request to do so at least thirty (30) days prior to the beginning of the time off. The request will be granted unless, in the judgment of the Chief and/or his designee, granting the request at the time in question would unduly disrupt the operations of the Police Department. Under all circumstances, pre-approved leave takes precedence over requests to use compensatory time.

Notwithstanding the provisions of this subsection 4, the City may, at its sole discretion, freely substitute cash, in whole or in part, for compensatory time off for all officers.

Upon termination of employment for any reason, including death, the Police Officer, his beneficiaries or his estate, shall be paid all compensatory time in the member's bank at the time of termination.

Section 5: **On-Call/Stand-By.** Members of the bargaining unit who are assigned on-call duty and who are specified on a list designated by the Police Chief shall be paid one (1) hour of overtime for each day of on-call duty.

Section 6: **K-9 Officers.** Members of the K-9 unit will be compensated for the care and maintenance of dogs by being credited with four (4) hours of compensatory time at straight time rate per calendar week.

ARTICLE 17. WORKING OUT OF RANK

Section 1: After a Police Officer fills a vacancy and performs duties of a higher rank or ranks for one hundred and sixty (160) cumulative hours, he/she shall receive pay at the higher rank in which he/she serves for all subsequent hours of work in any higher rank. The one hundred and sixty (160) hours need only be accumulated one time following January 1, 2006.

Section 2: Whenever a Police Officer enters into a voluntary agreement with the Department to be assigned and performs duties of a higher rank in order to receive training and/or experience in the higher rank, and said agreement is for a predetermined length of time, the Police Officer shall not receive the pay of the higher rank until the one hundred eighty-first (181st) calendar day of performance of the duties of that higher rank.

ARTICLE 18. SICK LEAVE

Section 1: Effective March 22, 2025, Officers shall no longer accrue Sick Leave. However, Legacy Sick Leave shall refer to unused sick leave accrued prior to March 22, 2025 and such Legacy Sick Leave can be used in accordance with the Employee Policy Book. Nothing herein shall conflict with the provisions of the Colorado Healthy Families and Workplaces Act.

Section 2: **Legacy Sick Leave Conversion.** Legacy Sick leave hours accumulated in excess of established minimums may be converted annually to only legacy Annual Leave on January 1 at a rate of one (1) hour's pay for each two (2) hours of sick leave up to the established maximum for Police Officers. A sick leave balance of seven hundred twenty (720) hours is required before any payment will be made. No more than two hundred forty (240) hours may be converted on an annual basis so that the maximum payment in any one year shall be one hundred twenty (120) hours.

Section 3: **Legacy Sick Leave Payment Upon Separation.** Upon separation after five (5) years of continuous service, Police Officers may receive one (1) hour's pay for every two (2) hours of accumulated legacy sick leave provided such separation has not been the result of dismissal for cause. The maximum payment for each Police Officer shall be for four hundred eighty (480) hours of unused legacy sick leave. It is understood that the maximum payment specified in this section, of four hundred eighty (480) hours, is one-half (1/2) of the maximum sick leave accumulation allowed to be converted. In other words, upon separation, no more than nine hundred sixty (960) hours of legacy sick leave may be converted at the rate of two hours accumulated legacy sick leave for one hour of pay; therefore, a maximum payment equal to four hundred eighty (480) hours.

ARTICLE 19. FLEXIBLE SPENDING ACCOUNT

All members of the bargaining unit shall be allowed to participate in the Flexible Spending Account program pursuant to the rules and regulations of that program.

ARTICLE 20. EMERGENCY LEAVE

The Chief of Police shall allow any Police Officer up to five (5) working days or forty (40) hours emergency leave in the case of an emergency or death involving the Officer's immediate family as defined by the Employee Policy Book. Emergency leave may also be granted in the case of natural disaster, such as a home fire or for a medical emergency, and shall include one (1) day for an Officer's attendance at the birth of his/her child.

Minor illnesses, normal childhood diseases, and scheduled medical treatment, including scheduled surgery, shall not be considered emergencies.

ARTICLE 21. HOLIDAYS

Section 1: The following shall be legal holidays for all members of the bargaining unit.

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President’s Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving Day	Friday after the 4th Thursday in November
Christmas Day	December 25

Section 2: Officers shall accrue ten (10) hours of personal leave for each recognized Holiday, to be used in accordance with the Employee Policy Book.

Section 3: In addition to receiving personal leave for the holiday, an officer eligible for overtime who is scheduled to work a shift beginning on a holiday listed above (not the day the holiday is observed, if different than the holiday listed above) shall be paid at their overtime rate for all hours worked on that shift. Officer may only receive holiday premium pay under this Article for one shift per listed holiday.

ARTICLE 22. PAID INSURANCE FOR SURVIVORS

Section 1: In the event that a member of the bargaining unit is killed in the line of duty as defined herein, the City shall pay the full cost of health and dental insurance for a surviving spouse (including civil union partner) and children of the member with the following conditions:

a. The payments for a surviving spouse (including civil union partner) will end two years after the member's death or upon remarriage, whichever occurs first;

b. The payments for a child will end two years after the member's death or upon the child reaching age 18, whichever occurs first.

Section 2: As used herein and in Article 23, Funeral Expenses, the phrase "line of duty" means acting as a Police Officer, on or off duty, unless so acting while employed by an employer other than the City of Aurora.

ARTICLE 23. FUNERAL EXPENSES

When a member of the bargaining unit is killed in the line of duty (as defined in Article 22, Paid Health Insurance for Survivors), or dies from injuries sustained in the line of duty, the City shall be responsible for the actual funeral and burial expenses incurred by the survivors up to a maximum of fifteen thousand dollars ($15,000.00).

ARTICLE 24. MILITARY LEAVE AND MOBILIZATION

Section 1. Police Officers shall be entitled to one hundred twenty (120) hours of annual military leave per calendar year pursuant to the Employee Policy Book. In addition, officers who are on an active duty deployment of ninety (90) consecutive days or more shall receive paid leave for the day before they are deployed and the day immediately prior to their return to work from the deployment.

Section 2. Any member of the United States uniformed services who is mobilized by order of a state governor on declaration of a civil emergency or because of: war; an Authorization of Use of Military Force (AUMF) by the Congress; a national security crisis declared by the President; or a military deployment by direction of the President, shall continue to accrue leave, which accrual shall be credited to the officer when he/she returns from active service, and shall continue to be eligible for step increase in accordance with Article 12, Section 2. The City shall provide medical and dental coverage at no cost to the officer or dependents during such active military service. Additionally, upon return from service, having not exceeded five years, the officer shall have the option of contributing the amount of his/her pension contribution that the officer would have contributed had the officer not been on active duty, and if the officer chooses to contribute such amount, the City shall make the appropriate City contribution to the pension fund.

Section 3. Nothing in this article shall be construed to reduce any rights granted under the Uniformed Service Employment and Reemployment Rights Act.

ARTICLE 25. POST EMPLOYMENT HEALTH PLAN

Section 1: The City agrees to participate in the Post Employment Health Plan (PEHP), Health Care Insurance Premium Sub-account, for Collectively Bargained Public Employees (Plan) in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which has been provided to the City. The parties hereto hereby designate Nationwide Retirement Solutions (or its successor appointed in accordance with the Plan and Trust documents) to act as Plan Administrator for the Plan and the City agrees to contribute to the Plan as set forth in this Article.

Section 2: Except as provided in Section 3, upon separation of service (other than a separation of service due to death or involuntary termination), an officer who has reached the age of 50 or has completed 19½ years of service or qualifies for a disability retirement, may elect to have any and all accumulated unused Legacy Sick and/or Vacation leave and any unused General Leave paid as compensation. The election to have these monies paid cannot be made more than twelve (12) months prior to separation and must be made at least sixty (60) days prior to separation. The compensation will be paid to the officer at least five (5) calendar days prior to separation where an officer provides at least seven (7) calendar days' notice of resignation. The officer may contribute this compensation into the City's Deferred Compensation Plan pursuant to the rules of the Plan.

For any remaining Legacy Sick, Legacy Vacation, or General Leave after the election pursuant to this Section, the City shall contribute a predetermined percentage of the value of the remaining leave balances to the officer's Post-Employment Health Plan reimbursement account. Such percentage shall be determined in the sole discretion of the City and will remain in place until the beginning of the subsequent negotiated period. This provision is subject to all limits and regulations governing 457 plan(s) as enforced by the Internal Revenue Service, including deferral limits and the timing of deferral election forms. This section is further subject to the following restrictions:

(a) The City shall deduct any overpayments to the police officer or other legal offsets due to the City from the police officer prior to the percentage calculation being made, however, before overpayment deductions and other legal offsets are made from accumulated legacy sick leave and accrued but unpaid legacy annual leave, the City will first make the deductions and offsets from other compensable absences of the police officer, if any, and then any remaining balance shall be deducted and offset from the accumulated legacy sick leave and accrued but unpaid legacy annual leave; and

(b) The percentage calculation shall be made after the City processes designated deferred compensation contributions or designated roll-overs of the police officer.

Section 3: Police officers who are eligible for fully paid family retiree medical benefits through TRICARE, any other military program or by their status as a Native American through the Bureau of Indian Affairs medical benefit programs shall not be eligible for or subject to the contribution amount set forth in this Article.

ARTICLE 26. DEFERRED COMPENSATION

Section 1: Members of the bargaining unit may participate in any of the deferred compensation plans offered by the City.

Section 2: The City will allow loans to be taken against City administered deferred compensation accounts in accordance with Internal Revenue Service regulations, to the extent permitted by the plan(s).

ARTICLE 27. TERM OF AGREEMENT

This Agreement shall become effective January 1, 2027 and all of its provisions shall remain effective through December 31, 2027. Additionally, all provisions which do not have a budget impact shall remain effective from and including January 1, 2027 through and including December 31, 2028.

The parties to this Agreement mutually desire that all of its provisions shall be and remain effective from January 1, 2027, through and including December 31, 2028. However, in order to ensure compliance with the provisions of the TABOR Amendment, Article X, Section 20(4)(b) of the Colorado Constitution and because the parties recognize that there may be an inability on the part of the City of Aurora to contract at this time for items with a budget impact until such time as the budget process for the fiscal year 2028 is followed, the parties hereby agree that the FOP shall reopen this Agreement for negotiations of all items with a fiscal impact (impact on budget) which are to be effective on January 1, 2028 through and including December 31, 2028. This reopener shall be initiated within the time limits specified in Article XV of the Charter of the City of Aurora. In the event the parties are unable to agree that those items contained in the Agreement which by their own terms are to be effective on January 1, 2028 shall be placed into effect, then that party which refuses to renew the Agreement at that time shall be deemed to have bargained in bad faith during negotiations leading to the 2028 Agreement for any and all purposes.

It is specifically understood and agreed that this conclusion of failure to bargain in good faith shall be utilized by a fact finder, mediator or arbitrator appointed pursuant to Article XV of the of the Charter of the City of Aurora, and may be the basis relied upon by the fact finder pursuant to Article XV to recommend that those provisions contained in this Agreement to be effective on January 1, 2028 should be placed into effect on January 1, 2028.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date hereof by their respective representatives duly authorized to do so this ____ day of _________, 2026.

CITY OF AURORA	**FOP**
By: ___________________________	By: __________________________________
Mayor	President
By: ___________________________	By: __________________________________
City Manager	Secretary

ATTEST:

By: ___________________________

City Clerk

APPROVED AS TO FORM:

By: ___________________________

City Attorney

APPENDIX A
CIVIL SERVICE EMPLOYEES/POLICE
2027 WAGE SCHEDULE
01/01/2027 - 12/31/2027

Position	**Grade**	Annual *Monthly* **Hourly**
PATROL OFFICER IV	801	$72,100 *$6,008* **$34.66347**
PATROL OFFICER III	802	$79,858 *$6,655* **$38.39327**
PATROL OFFICER II	803	$88,240 *$7,353* **$42.42308**
PATROL OFFICER I	804-A	$97,961 *$8,163* **$47.09664**
	804-B	$122,645 *$10,220* **$58.96395**
POLICE AGENT	805	$134,131 *$11,178* **$64.48606**
POLICE SERGEANT	806	$145,998 *$12,167* **$70.19135**
POLICE LIEUTENANT	807	$167,350 *$13,946* **$80.45674**
POLICE CAPTAIN	808	$182,455 *$15,205* **$87.71875**

APPENDIX B
CIVIL SERVICE EMPLOYEES/POLICE
2028 WAGE SCHEDULE
01/01/2028 - 12/31/2028

Position	**Grade**	Annual *Monthly* **Hourly**
PATROL OFFICER IV	801	$74,263 *$6,189* **$35.70337**
PATROL OFFICER III	802	$82,254 *$6,854* **$39.54507**
PATROL OFFICER II	803	$90,888 *$7,574* **$43.69616**
PATROL OFFICER I	804-A	$100,900 *$8,408* **$48.50962**
	804-B	$126,325 *$10,527* **$60.73318**
POLICE AGENT	805	$138,155 *$11,513* **$66.42068**
POLICE SERGEANT	806	$150,378 *$12,532* **$72.29712**
POLICE LIEUTENANT	807	$172,371 *$14,364* **$82.87068**
POLICE CAPTAIN	808	$187,929 *$15,661* **$90.35049**

Note: annual and monthly included for informational purposes only

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Appoint One (1) Member to the Oil and Gas Advisory Committee	
Item Initiator: Cecilia Zapata, Deputy City Clerk	
Staff Source/Legal Source: Cecilia Zapata, Deputy City Clerk / Andrea Wood, Assistant City Attorney	
Outside Speaker: N/A	
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.	

COUNCIL MEETING DATES:

Study Session: 8/10/2026

Regular Meeting: 8/24/2026

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Cecilia Zapata, Deputy City Clerk / Andrea Wood, Assistant City Attorney

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ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The purpose of the Oil and Gas Advisory Committee is to assist City Council in promoting the efficient and equitable development of oil and gas while protecting the city's natural resources and local quality of life.

The Oil and Gas Advisory Committee consists of eleven (11) members appointed by the council and is comprised of five citizens, three oil and gas industry members, and three mineral or surface owner members. The term length is three (3) years and members may serve up to three (3) terms.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The Oil and Gas Advisory Committee has one (1) vacancy. The Committee received two (2) applications and an interview was conducted on July 15, 2026.

Among the applicants were:
Kelsey Olson
Rufus Solomon

The Oil and Gas Advisory Committee respectfully recommends the appointment of the following candidate:

Kelsey Olson – 1st term beginning 7/1/2025 ending 6/30/2028 (Industry)

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT
Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does the City Council wish to appoint Kelsey Olson to the Oil and Gas Advisory Committee?

LEGAL COMMENTS

All boards and commissions shall be appointed by City Council. (City Charter, art III, sec. 3-11 and art. IX, sec. 9-1) The Oil and Gas Advisory Committee shall be comprised of five citizens of the City appointed by City Council, three industry representatives, and three surface or property owners. For the citizen members, every attempt shall be made to appoint two citizens from the areas most affected by oil and gas at the time of the appointment. The industry representatives shall be registered Colorado electors, whose employer shall be registered with the Colorado Oil and Gas Conservation Commission, and who are actively exploring, drilling, and/or producing oil or gas within the City. The surface or property owner will be individuals or companies that hold mineral rights or a mineral owner of a vacant land parcel. (City Code § 106-163) Each member serves a three-year term with a maximum of three consecutive terms. (City Code § 106-164) (Wood)

MEMORANDUM

TO:	Mayor Coffman and Members of City Council
FROM:	Brad Pierce, Chair, Oil and Gas Advisory Committee
THROUGH:	Jeffrey S. Moore, P.G., Manager, Energy and Environment Division
DATE:	July 17, 2026
SUBJECT:	**Consideration for appointment of one (1) member to the Oil and Gas Advisory Committee**

The Oil and Gas Advisory Committee shall be comprised of 11 members as defined in Ordinance 2015-46, Sec.106-163, as follows: Five citizen members, three oil and gas industry members and three mineral or surface owner members.

Summary

The Oil and Gas Advisory Committee has one vacancy for the Industry Category.

On July 15, 2026 the committee interviewed Ms. Kelsey Olson. Ms. Olson has worked for Occidental Petroleum Corporation since January 2018 as Sr. Director, Government Relations. Previous to her employment with Occidental she worked for Chesapeake Energy Corporation as Government Relations Representative for the Rockies region.

Ms. Olson is very enthusiastic about being considered to join the committee. She has many years of experience in the oil industry and with governmental relations. She said her strengths are open communication and being a good listener.

The committee supports the appointment of Ms. Kelsey Olson.

A motion was made and seconded to recommend appointment of Ms. Kelsey Olson.

The Committee voted unanimously to recommend Ms. Kelsey Olson for appointment to the Oil and Gas Advisory Committee for a term from July 1, 2025 to June 30, 2028.

Ms. Olson's application is included with this Memorandum.

Recommendation

The Oil and Gas Advisory Committee respectfully recommends the appointment of Ms. Kelsey Olson to the Oil and Gas Advisory Committee for a term from July 1, 2025 to June 30, 2028.

Respectfully submitted,

Brad Pierce

Brad Pierce
Chair, Oil & Gas Advisory Committee

Oil And Gas Advisory Committee Applicant

Package - Ward N/A

Oil And Gas Advisory Committee - Ward N/A

Term 01 Jul 2025 - 30 Jun 2028
Positions Available 1

Number of applicants in this package 1

- Olson, Kelsey

Received: 07/07/2026
Non City of Aurora Resident and Registered Voter
Jefferson
Vetted: 07/07/2026

Marcus Bond

Name: Olson, Kelsey

Address: [redacted]

Email: [redacted]

Board Name: Oil and Gas Advisory Committee

Council Ward:

Unknown

How long in Aurora?:

N/A

Home Phone Number:

[redacted]

Work Phone Number:

[redacted]

Mobile Phone Number:

[redacted]

Are you registered to vote?:

Yes

Date of Birth (Month/Day/Year) (Required to Verify Voter Registration):**

[redacted]

Years Completed :

16

Degree(s) Received:

B.A.

College(s) Attended:

University of Denver

Employer Name:

Occidental Petroleum

Employer Address:

1099 18th Street, #700

Position/Title:

Sr. Director, Government Affairs

Years with Current Employer:

8

Work Experience:

Occidental Petroleum Corporation January 2018-Present Sr. Director, Government Relations Apartment and Investment Management Corp. (Aimco) May 2016- November 2017 Director- Government and Community Relations Chesapeake Energy Corporation December 2010-September 2015 Government Relations Representative- Colorado/Wyoming Matt Mead for Governor Campaign March 2010-November 2010 Press Secretary Office of U.S. Senator John Barrasso June 2007- March 2010 Field Representative Office of U.S. Senator Craig Thomas April 2007-June 2007 Field Assistant

How are you involved in your community?:

I currently serve on the board of Upstate Colorado, an economic development organization focused on Northern Colorado. I also serve as the President of my HOA and am a member of my childrens' school PTO. I routinely volunteer for organziations through Occidental's community engagement program. I am a regular volunteer for elected officials throughout the Metro Area.

List your interests and activities:

I enjoy fly fishing, hiking, running and spending time with my family. I am also an avid sports fan, cheering on all of the Colorado pro sports teams.

Do you presently serve in any other appointed position on a board, commission or committee?:

No

If yes, what position?:
n/a

Are you currently a member and seeking reappointment on the board you are applying for? :

No

Why do you desire this appointment? :

I hope to use my experience in oil and gas development, as well as my national experince in community engagement and development, to advise the City of Aurora on the latest operations and advancements in the industry. I am proud to work in the industry and view community engagement as a central piece to mutual benefits from development. I appreciate the opportunity to interview with the panel and serve the City.

How much time do you anticipate being able to spend on this appointment each month?:
As many hours as it takes to prepare and be present for the meetings.

Which role are you applying for?:

Industry Representative

Proximity to current drilling applications (if applicable):
Currently exploring and permitting within the city limits.

Do you have any conflicts of interest that should be disclosed?:

Yes

If yes, please explain:

My company is in the pre-application phase with the City of Aurora. I do not work on that team however.

Full Name:
Max Blair

Address:
[redacted]

Phone Number:
[redacted]

Full Name:
Michael Sapp

Address:
[redacted]

Phone Number:
[redacted]

Full Name:
Jake Zambrano

Address:
[redacted]

Phone Number:
[redacted]

How did you hear about us?:

Board Member or Board Staff Liaison

By clicking APPLY and submitting this application, I certify that the foregoing information is true and correct.:

I agree

Signature:
Kelsey Olson

Date:

7/7/26

Time of Submission: 07/07/26 5:10:42 PM

Attachments

- Kelsey C. Olson Resume PDF.pdf

Kelsey C. Olson

My extensive experience in government and private industry has given me a unique perspective on how to reach broad audiences, specific organizations, or targeted individuals to successfully share a message and build consensus among stakeholders. I have had success in issue advocacy, crisis communication, and strategic messaging which affords me a strong understanding of how to communicate complex topics and challenging situations. I have an outstanding work ethic, attention to detail, and superior interpersonal skills. I am always willing to go the extra mile to ensure quality and success.

Professional Experience

Occidental Petroleum Corporation — January 2018-Present

Sr. Director, Government Relations

Formerly with Anadarko Petroleum Corporation before Occidental's acquisition of the company, I work with state and local governments to advance Occidental's interests and development plans within Colorado, New Mexico and with Oxy Low Carbon Ventures in California. I work to pass positive legislation and regulations at the state level and ensure the company can continue to operate in the state. I build relationships with legislators from both parties and help them understand how Occidental operates and benefits to the state. At the local level, I work directly with partisan and non-partisan county commissioners, city council members, and mayors to educate and advise them on proposed regulations and processes that could affect the company and industry. In addition, I work with local community organizations and various stakeholders to ensure their concerns are addressed and mitigated during our operations.

Accomplishments-

- Spearheaded a tax deferral bill in Colorado that allowed Occidental to defer property tax payment of ~$100 million during the height of the oil price crash and COVID pandemic global shutdown.
- Defeated Proposition 112 through our organization Protect Colorado which would have severely impacted operations for Anadarko in Colorado.

Apartment and Investment Management Corp. (Aimco) — May 2016- November 2017

Director- Government and Community Relations

I handled all levels of government affairs at the federal, state, and local levels along with community relations to build support for new apartment buildings, redevelopments, and general participation in the governmental process. I covered 22 states and D.C. with over 122 different properties. I monitored legislation at all levels, engage in the entitlement process for zoning and rezoning, participate in issue-based policy initiatives via trade organizations, and proactively engage with the community. Activated and collaborated with residents, elected officials, and employees for community service programs.

Accomplishments-

- Worked with municipal housing authority to increase vouchers to prevent 20 residents from losing their homes while protecting over $30,000 in revenue to Aimco
- Planned community and elected official outreach to secure approvals and support for a $150 million redevelopment project in Miami Beach, FL.
- Secured approval permits for new developments in Boulder, CO and Chicago-area to build new apartment homes in difficult regulatory environments
- Successfully engaged and de-escalated tenant rights organization during a redevelopment to ensure no negative media or elected official attention

Chesapeake Energy Corporation December 2010-September 2015

Government Relations Representative- Colorado/Wyoming

As the lead Government Relations Representative for the Rockies region, including Wyoming, Colorado and New Mexico, my primary responsibilities included serving as Chesapeake's representative with local and state governments and local communities as well as lobbying and educating elected officials on legislation and regulations affecting Chesapeake's business development. Other tasks included planning and managing Political Action Committee (PAC) and 527 contributions, managing a charitable budget targeting relevant stakeholders and organizations to build partnerships, and organizing community outreach events and activities to enhance Chesapeake's reputation in the region.

Accomplishments-

- Successfully distributed $300,000+ charitable donations per year working with schools, nonprofits and first responders
- Managed reputation and community relations for a $2.1B joint venture in 2011 with a Chinese corporation
- Secured agreement with State of Wyoming to develop within a Sage Grouse Core area by enacting a binding development plan, helping prevent an Endangered Species Act listing
- Managed crisis communications for two highly publicized oil well accidents in 2012 and 2015

Matt Mead for Governor Campaign March 2010-November 2010

Press Secretary

While working as the Press Secretary on the Mead for Governor campaign, my duties included serving as point of contact for print, radio, television, and national media for interviews by now former-Governor Mead, promoting visits from the candidate with local media and community leaders, and planning campaign events and fundraisers as well as organizing state convention events. Other responsibilities involved acting as campaign spokesman, writing press releases, and placing statewide advertising in newspapers, radio stations, and local periodicals. I also managed social and electronic media/ads and the campaign website.

Accomplishments-

- Won the four-way primary election and went on to win the general election with 65% of the vote
- Built strong relationships with print, radio and television media throughout the state
- Utilized social media to engage with voters on a day-to-day basis

<u>Office of U.S. Senator John Barrasso June 2007- March 2010</u>

Field Representative

My primary duties as Field Representative included acting as Senator Barrasso's liaison to all government, community, constituent groups and leaders in the region, and advised Senator Barrasso and his State Director on all community, legislative, and other developments. I also performed casework duties as liaison with over 25 federal, state, and local agencies for constituents and represented or staffed the Senator at community, charitable and other local events.

<u>Accomplishments-</u>

- Ensured the community was always aware of when the Senator was in town and enabled him to speak to the community directly at events
- Many successes helping constituents navigate the federal government departments and ensure they were treated fairly and received any and all benefits they were promised, including passports, veterans' benefits, immigration, adoption, Medicare, grazing and energy leases, and tax issues.

<u>Office of U.S. Senator Craig Thomas April 2007-June 2007</u>

Field Assistant

As Field Assistant, my primary duty was to handle casework as liaison for the Senator with over 25 federal, state, and local agencies for constituents. I worked a number of cases related to energy issues, BLM, Forest Service, immigration and USCIS, Medicare, IRS, and more. I also assisted and served as the back up to the Field Representative as liaison to all government, community, constituent groups and leaders in the region.

<u>Education</u>

Bachelor of Arts- Public Policy Bachelor of Arts- Political Science Economics minor	University of Denver, 2006
Comparative political studies Semester abroad	University of Glasgow, Scotland, 2004

CITY OF AURORA
Council Agenda Commentary

Item Title: Aurora Regional Navigation Campus Outdoor Renovation Funding (Resolution)	
Item Initiator: Ki'i Kimhan, Director, Housing and Community Services	
Staff Source/Legal Source: Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Andrea Wood, Assistant City Attorney	
Outside Speaker: N/A	
Strategic Outcome: Healthy: Connecting natural and built environments with multimodal networks, ensuring access to parks and recreation, and preserving sustainable water supplies.	

COUNCIL MEETING DATES:

Study Session: 8/10/2026

Regular Meeting: 8/24/2026

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Andrea Wood, Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 7/21/2026

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The Aurora Regional Navigation Campus (ARNC) opened in November of 2025. The ARNC is owned by the City of Aurora and operated by Advance Pathways. The city would like to accept funding from Arapahoe County for their Community Development Block Grant to be able to fund the build of an outdoor recreational area for guests. This outdoor area will be able to provide a safe and healthy area for guests to enjoy the outdoor space. e Aurora Regional Navigation Campus (ARNC) opened in November of 2025. The ARNC is owned by the City of Aurora and operated by Advance Pathways. The city would like to accept funding from Arapahoe County for their Community Development Block Grant to be able to fund the build of an outdoor recreational area for guests. This outdoor area will be able to provide a safe and healthy area for guests to enjoy the outdoor space.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The city would like to accept funding from Arapahoe County for their Community Development Block Grant to be able to fund the build of an outdoor recreational area for guests.

The overarching goals of this project include, but aren't limited to the following:
• Improve the health and well-being of shelter residents by providing safe, outdoor space that encourages physical activity, reduces stress, and supports mental health during periods of crisis.
• Increase access to restorative, trauma-informed environments by creating a welcoming outdoor area designed to promote calm, dignity, and emotional regulation for individuals and families experiencing homelessness.
• Enhance opportunities for positive social interaction and community-building through shared outdoor areas that support relationship-building, group activities, and structured programming.
• Promote long-term stability and housing readiness by improving residents' overall quality of life, which research shows is linked to increased engagement in services and improved housing outcomes.
• Transform previously unused or underutilized land into a functional community asset that strengthens the physical environment of the shelter and surrounding neighborhood.
Additionally, the anticipated community impact of this project includes:
• Creates meaningful benefits for both shelter residents and the broader community by supporting health, stability, and emotional well-being.
• Reduces the need for residents to seek recreation or rest in public spaces, helping ease pressure on nearby parks, businesses, and neighborhoods.
• Strengthens the community's overall response to homelessness by enhancing the shelter's capacity to provide trauma-informed, person-centered services.
• Improves residents' wellness and social connections, increasing their ability to engage in workforce programs, case management, and long-term housing plans.
• Contributes to a healthier, more inclusive, and more resilient community where all individuals have opportunities to thrive

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☒ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

Accepting this money will increase CDBG funding to be able to pay for the outdoor space.

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

QUESTIONS FOR COUNCIL

Does council wish to support this item and move it forward?

LEGAL COMMENTS

Governmental entities may cooperate with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation is authorized by each party with the approval of its legislative body or other authority having the power to approve. (Colo. Const. art. 14, sec. 18(2)(a) and C.R.S. § 29-1-203(1)). City Council may, by resolution, enter into agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter, art. X, sec. 10-12) Upon authorization by a majority vote of the members of City Council voting thereon, the Mayor shall execute all intergovernmental agreements to which the City is a party. (City Code §2-31(b)(2)) (Wood)

EXHIBIT A

SCOPE OF SERVICES

SubGrantee: **City of Aurora**
Project Name: **Aurora Regional Navigation Campus Recreational Area**
Project #: **CEPF2500**
Program Name: **Community Development Block Grant (CDBG)**
CFDA #: **CDBG 14.218**

AGREEMENT AMOUNT: **$250,000**
AGREEMENT END DATE AND PROJECT DEADLINE: **April 30, 2027**

INTRODUCTION

This Scope of Services is attached to and incorporated into the SubGrantee Agreement made among the City of Centennial (hereinafter referred to as the City), the Board of County Commissioners of the County of Arapahoe, State of Colorado, (hereinafter referred to as the County) and **City of Aurora** (hereinafter referred to as the SubGrantee) for the conduct of a Community Development Block Grant (CDBG) Project. The purpose of this Scope of Services is to further describe the project requirements referenced in Section II. C. - Performance Criteria of the SubGrantee Agreement.

1. FEDERAL REGULATORY INFORMATION

CDBG National Objective[1]: Benefit to low- and moderate- income Housing - LMC

HUD Matrix Code:	03C – Homeless Facilities	Accomplishment Type:	LMC: Public Facilities
		Proposed Number of Beneficiaries:	Estimate

*Beneficiaries are to be counted by the number of total ☒ PEOPLE or ☐ HOUSEHOLDS who will benefit from the project (including all members of a household).

The Project will be carried out under the:
☐ CDBG Area Benefit definition ☒ CDBG Limited Clientele definition

For Limited Clientele Activities: Select which method of income verification will be used:
☐ N/A ☒ Self-Certification ☐ Verification with supporting income documentation

If income will be verified, select the method that will be used to determine annual household income:
☒ Self-Certification ☐ Part 5 Section 8 ☐ Census Long Form ☐ IRS Form 1040 Long Form

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For descriptions of each income verification method and required documentation, go to:
https://www.hudexchange.info/incomecalculator/
This website provides an on-line income calculator for each of the three verification methods. The use of the calculator is required and a print-out of the completed calculator for each household assisted must be maintained on file.

2. ACTIVITY DESCRIPTION/PERFORMANCE GOALS

a. Purpose (short description of program purpose)

The overall purpose of this project is to create a safe, accessible, and restorative outdoor recreational space for individuals and families experiencing homelessness.

The addition of this outdoor area will provide shelter guests with opportunities for physical activity, stress reduction, social connection, and healing—key components that support mental and physical well-being during periods of crisis.

By transforming underutilized exterior space into a welcoming environment with seating, shade, greenery, and activity areas, the project will enhance the shelter's overall service capacity and improve the quality of life for residents. This investment will strengthen the shelter's ability to promote stability, dignity, and positive outcomes for those working toward long-term housing security.

b. Goals and Community Impact

The overarching goals of this project include, but aren't limited to the following:

- **Improve the health and well-being of shelter residents** by providing safe, outdoor space that encourages physical activity, reduces stress, and supports mental health during periods of crisis.
- **Increase access to restorative, trauma-informed environments** by creating a welcoming outdoor area designed to promote calm, dignity, and emotional regulation for individuals and families experiencing homelessness.
- **Enhance opportunities for positive social interaction and community-building** through shared outdoor areas that support relationship-building, group activities, and structured programming.
- **Expand the shelter's service capacity** by integrating outdoor recreational space into case management, youth programming, wellness activities, and therapeutic services.
- **Promote long-term stability and housing readiness** by improving residents' overall quality of life, which research shows is linked to increased engagement in services and improved housing outcomes.
- **Transform previously unused or underutilized land** into a functional community asset that strengthens the physical environment of the shelter and surrounding neighborhood.

Additionally, the anticipated community impact of this project includes:

- **Creates meaningful benefits** for both shelter residents and the broader community by supporting health, stability, and emotional well-being.
- **Reduces the need for residents to seek recreation or rest in public spaces**, helping ease pressure on nearby parks, businesses, and neighborhoods.
- **Strengthens the community's overall response to homelessness** by enhancing the shelter's capacity to provide trauma-informed, person-centered services.
- **Improves residents' wellness and social connections**, increasing their ability to engage in workforce programs, case management, and long-term housing plans.

- **Contributes to a healthier, more inclusive, and more resilient community** where all individuals have opportunities to thrive.

c. Project Address

15500 E 40th Avenue, Denver, CO 80239 – Aurora Regional Navigation Campus

d. Name of Organization Carrying out the Activity

☒ Same as SubGrantee

Organization is: ☒Another unit of local gov't; ☐Another public agency; ☐CBDO only; ☐ Subrecipient only; ☐CBDO designated as subrecipient

e. Local Jurisdictions rules and regulations/ADA

SubGrantee agrees that it has read and understands the local jurisdiction's rules and regulations and local codes pertaining to the work and that all work will be permitted with the municipality and completed according to its rules and regulations. SubGrantee will perform the work in accordance with the Americans with Disabilities Act (ADA).

f. Detailed Program Requirements

- All records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement must be retained. Such records shall include but not be limited to:
    - Records providing a full description of each activity undertaken;
    - Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
    - Records required to determine the eligibility of activities;
    - Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
    - Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
    - Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
    - Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

- The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200, Property Standards (200.310-200.316) as applicable.

- Bid packet must include Davis-Bacon bid language, Davis-Bacon wage decision, HUD-4010 (Federal Labor Standards) and Section 3 Clause.

- Each Contract must include the correct Davis-Bacon wage decision, Federal Labor Standards and Section 3 Clause.

- There is a general prohibition against the use of any lead-based paint in connection with any CDBG activity involving the construction or rehabilitation of public facilities.

- The selected general contractor must be registered in www.SAM.gov, with no active exclusions, meaning the contractor is eligible to receive federal funds, as determined by the www.SAM.gov search using the contractor name and/or UEI number, as provided in the bid submission.

- General Contractor will be responsible for Davis-Bacon and Related Acts (DBRA) compliance.

- Every effort to use local business firms and contract with small, minority-owned and/or women-owned (MBE/WBE), and Section 3 businesses in the procurement process should be made to the maximum extent feasible.

- City of Aurora will manage and oversee the procurement and contracting process.

- City of Aurora will facilitate and administer contractor payments and oversight.

- Arapahoe County will provide reimbursement payments to the City of Aurora, as requested and documented in approved Drawdown Requests.

- Final Drawdown Request must be accompanied by a year-end Completion Report, highlighting project accomplishments.

g. Program Income

Program income is the gross income received by the SubGrantee directly generated from the use of CDBG funds under this Agreement. Program income includes:

- Proceeds from the sale or lease of property purchased or improved with CDBG funds until five years after the termination of this Agreement;
- Proceeds from the sale or lease of equipment purchased with CDBG funds;
- Gross income from the use or rental of real or personal property acquired, constructed or improved by the SubGrantee less costs incidental to the generation of income;
- Payments of principal and interest on loans made by the SubGrantee using CDBG funds;
- Proceeds from the sale of loans or obligations secured by loans made with CDBG funds;
- Interest earned on program income pending its disposition (NOTE: interest earned on CDBG funds held in revolving loan funds is not program income and must be remitted to the U.S. Treasury at least annually); and
- Funds collected through special assessments on properties not owned and occupied by LMI households in order to recover the CDBG portion of a public improvement.

The County ☐ authorizes ☒ does not authorize the SubGrantee to retain Program Income to be used for eligible CDBG activities. If authorized, Program income may be used for the following purposes:

Reporting program income: On February 28 of each year, the SubGrantee must report to the County on the amount of Program Income received, less costs incidental to the generation of Program Income, that is in excess of $25,000. Any Program Income in excess of the amount of CDBG funds identified in Section i. Budget must be repaid to the County.

i. Budget

ITEM	TOTAL BUDGET	AMOUNT PAID BY CITY
Project Permits	$2,500	$2,500
Contract Services (Construction Costs)	$247,500	$247,500
TOTAL	$250,000	$250,000

The amounts in each budget line item may be adjusted with the written approval of the County; provided, however, that the total amount of the award does not change.

3. DRAW REQUESTS

a. Draw cover sheet showing itemized list of expenditures (CDHSS form)
b. Supporting documentation (check all that apply):
   - ☒ Third-party invoices or receipts
   - ☒ Check copies showing payment cashment (cancelled checks)
   - ☒ Lien Waivers
   - ☒ Davis-Bacon Certified Payrolls
   - ☒ Federal Accountability and Transparency Act form (Attachment 1)*

     **Per the Federal Accountability and Transparency Act of 2006 as amended, compensation data for certain officials must be reported. The report form is attached herein as Attachment 1. This form must be submitted with the first draw request and updated if there are changes*

Note: Payments on draws submitted after October 20th may be delayed due to end-of-year HUD reporting

4. REPORTING:

Data collection must be completed demonstrating income eligibility and achievements met towards meeting the objectives described in Section 2 Activity Description. The disbursement of funds is contingent upon the receipt of the required information.

Reports are due quarterly to provide updates on the number of units leased and occupied, as well as the demographic information for each household, which will ensure proper documentation for HUD accomplishment reports. Reports must include:

- No. of beneficiaries served during the reporting period
- Demographic information* for ☒ the individual served, or ☐ each household member
- Household income*
- Brief narrative report on activities contained in Section 2

*CDHSS will provide a form for the collection of beneficiary income and demographic information; however, the SubGrantee may use its own form, or a form used for another fund source for the same program, provided that the following information is collected:

- Unique identifier: Name and address
- Whether the head of household is female and/or disabled
- Whether the head of household is aged 62 years or older
- Total number of household members
- Total income of all household members
- Ethnicity: Hispanic or Latino OR Not Hispanic or Latino of each household member
- The race of each household member:
  White
  Black or African American
  Asian
  American Indian or Alaska Native
  Native Hawaiian or Other Pacific Islander
  American Indian or Alaska Native and White
  Asian and White
  Black or African American and White
  American Indian or Alaska Native and Black or African American
  Other Multi-Racial
  NOTE: Both ethnicity AND race category must be selected for each household member
- Signature attesting to the accuracy of the information submitted.

5. RECORD-KEEPING AND MONITORING

SubGrantee shall retain on file the following documents for a period of five years beyond the final close-out of this grant. Files shall be made available to Arapahoe County, the Department of Housing and Urban Development, the Office of Inspector General, the General Accounting Office, or any other federal regulatory agency, upon request for monitoring purposes.

1. Agreement between County and SubGrantee
2. Draw Requests and supporting documentation (see Section IV Draw Requests)
3. Beneficiary Data (see Section V Reporting)
4. Annual audits
5. Records of compliance with federal procurement rules when the SubGrantee awards contracts, utilizing CDBG funds, for services, supplies, materials or equipment, that are in the amount of $100,000 or more, or when CDBG funds, in any amount, are used for construction activities. SubGrantees should follow their local jurisdiction or State procurement policies; provided that they are not in conflict with applicable federal law. Labor clauses contained in HUD-4010 and the applicable Davis-Bacon wage rate decision must be a physical part of a bid package. *24 CFR 85.36*
   a. Copies of bid documents
   b. Copies of contracts

c. Copies of all payments and supporting documentation to contractors and vendors

6. Records pertaining to Labor Laws and Requirements *http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf*
7. Davis-Bacon wage rate decisions when project costs are $2,000 or more
8. Davis-Bacon weekly payroll records, including overtime records
9. Section 3 outreach efforts, for contracts between the County and SubGrantee that are in the amount of $200,000 or more, and for contracts between the SubGrantee and its sub-contractors that are in the amount of $200,000 or more
   a. Women and Minority Business Enterprise - outreach efforts and records of contracts with woman- and minority-owned businesses
   b. Copies of contracts with sub-contractors
10. Records of lead-based paint assessment, abatement and final clearance, if applicable
11. Records of asbestos assessment, abatement and final clearance, if applicable
12. Records of acquisition and/or relocation, if applicable

FOR COUNTY USE ONLY – FEDERAL IDIS REPORTING

1. Performance Goal: ☒Create suitable living environments; ☐Provide decent affordable housing; ☐Create economic opportunities
2. Performance Outcome: ☒ Availability/Accessibility; ☐ Affordability; ☐ Sustainability
3. Check box if project address is to be marked as confidential ☐
4. Activity Purpose: ☐Prevent Homelessness; ☒Help the Homeless; ☐Help those with HIV/AIDS; ☒Help persons with disabilities
5. ☐Accomplishments to be reported at another activity: IDIS #_____
6. Activity being carried out by Grantee? ☐yes; ☒no If yes, activity is being carried out through: ☐Employees; ☐ Contractors; ☐ Both
7. If Agreement is with another County department, the activity will be carried out by: ☐County employees; ☐Contractors;
   ☐Both
8. Area Type: ☐CDFO Area; ☐Local Target Area; ☐Strategy Area
9. Special Characteristics: ☐Presidentially Declared major Disaster Area; ☐Historic Preservation Area; ☐Brownfield Redevelopment Area – indicate number of acres remediated: _____
10. Activity Information: ☐One-for-One Replacement; ☐Displacement; ☐Favored Activity; ☐ Special Assessment; ☐Revolving Fund; ☐Float Funded

SUBRECIPIENT AGREEMENT FOR ARAPAHOE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

SUBRECIPIENT: **City of Aurora**
PROJECT NAME: **Aurora Regional Navigation Campus Recreation Area**
PROJECT NUMBER: **CEPF2500**

This Agreement is made among the City of Centennial (hereinafter referred to as the City), the Board of County Commissioners of the County of Arapahoe, State of Colorado, (hereinafter referred to as the County) and the **City of Aurora** (hereinafter referred to as the Subrecipient) for the conduct of a Community Development Block Grant (CDBG) Project. The County, the City and the Subrecipient may be collectively referred to herein as the "Parties."

I. PURPOSE

This Agreement is intended to, and shall, serve as a separate agreement, or subgrant, by and between the City and the County as required by the "Intergovernmental Joint Cooperation Agreement and HOME Consortium Agreement," as amended, ("IJCAHCA") between Arapahoe County, Colorado and the City of Centennial, Colorado relating to the Conduct of Community Development Block Grant Program and HOME Investment Partnerships Program for Grant Years 2025-2027.

As described in the IJCAHCA, the City hereby authorizes the County to administer and control the performance of the Project described in this Agreement.

The City hereby approves for performance in the City or for the City's citizens' the Project described in this Agreement.

The City hereby agrees to the disbursal of CDBG funds to the Subrecipient as a subrecipient of the City.

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the Community Development Block Grant (CDBG) Program under this Title is the development of viable urban communities, by providing decent housing, a suitable living environment and expanding economic opportunities, principally for low and moderate income persons.

The project by the Subrecipient known as **Aurora Regional Navigation Campus Recreation Area** (Project) will be carried out in accordance with the Scope of Services, attached to, and incorporated herein as Exhibit A.

The Subrecipient may proceed to incur costs for the Project upon receipt of an official "Notice to Proceed" from the County, pursuant to its administrative authority and control granted herein by the City.

II. WORK TO BE COMPLETED BY THE SUBRECIPIENT

The grant funds are to be used only to provide services to CDBG-qualified beneficiaries.

A. Payment

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **$250,000**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Project Budget and in accordance with performance criteria established in Exhibit A Scope of Services. The Parties expressly recognize that the Subrecipient is to be paid with CDBG funds received from the federal government, and that the obligation of the County to make payment to Subrecipient is contingent upon receipt of such funds. In the event that said funds, or any part thereof, are, or become, unavailable, then the County and City may immediately terminate or, amend this Agreement. To the extent C.R.S. § 29-1-110 is applicable, any financial obligation of the County or the City to the Subrecipient beyond the current fiscal year is also contingent upon adequate funds being appropriated, budgeted and otherwise available.

Upon expiration of this Agreement, as identified by the Agreement Date and Project Deadline (Deadline) in Exhibit A, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. These transferred funds shall revert to the County and be utilized for other qualified purposes in accordance with the amended IJCAHCA.

B. Timeline

All Project activities shall be completed and draw requests submitted by the Deadline unless the Subrecipient notifies the County in writing thirty (30) days prior to the Deadline that the funds cannot be disbursed. An extension may be granted, in writing, in which all draw requests be submitted and Project activities shall be completed by thirty (30) days following the Deadline. In the event that the completion deadline falls on a weekend or holiday, the Deadline will be considered the work day prior to the scheduled completion date. If the Project requires additional time past the extended Deadline, the Agreement must be modified by agreement of the City, the County and the Subrecipient.

C. Performance Criteria

In accordance with the funding application submitted by the Subrecipient for the Project, the criteria listed below are to be met during the execution of the Project as identified in Exhibit A Scope of Services.

1. Quantifiable Goals
2. Community Impact
3. Monthly Performance Standards

D. Reporting Requirements

1. Project reports will be due within twenty (20) days following the end of each reporting period as specified in Exhibit A Scope of Services until the Project is completed.
2. The official annual audit and/or Financial Statements for the Subrecipient in which both revenues and expenditures for the CDBG Projects described herein are detailed are due

annually. The last completed official annual audit report and/or Financial Statements shall be due on May 31, and for four (4) years thereafter on May 31.

3. Non-profit organizations that expend $750,000 or more annually in federal funds shall comply with the Single Audit Act of 1984, as amended, as implemented in OMB Uniform Guidance §200.501, and other applicable federal regulations.

E. Labor Standards (Davis-Bacon)

Except for the rehabilitation of residential property that contains less than eight (8) units, the Subrecipient, and its contractor and all subcontractors shall comply with the Davis-Bacon Act, 40 U.S.C. 276a to 276a-7, and applicable regulations of the Department of Labor under 29 C.F.R. Part 5, requiring the payment of wages at rates of not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, when the project costs total $2,000 or more and the work is financed in whole or in part with assistance provided under this Agreement. The applicable Davis-Bacon wage rate schedule must be included in all bid and contract documents, as well as the "Federal Labor Standards Provisions", Form HUD-4010.

F. Lead Based Paint Regulations

If the Project involves acquisition, construction, demolition, rehabilitation, or any other activity related to residential housing, and the building was built prior to 1978, Lead Based Paint Laws and Regulations apply, as established in 24 CFR Parts 35 and 24 CFR 570.608. Further, all applicable federal and state laws relating to lead-based paint must be followed, including such regulations promulgated by the U.S. Environmental Protection Agency and the State Department of Public Health and Environment, including regulations for non-housing buildings. If the Subrecipient does not follow and document lead based paint laws and regulation compliance, the Subrecipient will not be eligible for reimbursement.

G. Environmental Review

Notwithstanding any provision of this Agreement, the Parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and, if required, receipt by Arapahoe County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The Parties further agree that the provision of any funds to the Project is conditioned on Arapahoe County's determination to proceed with, modify, or cancel the Project based on the results of a subsequent environmental review.

H. Uniform Relocation Act (URA)

The Project is subject to the relocation and acquisition requirements of the Uniform Relocation Act of 1970, as amended, and implemented at 49 CFR Part 24; Section 104(d) of the Housing & Community Development Act, as amended, and implemented at 24 CFR Part 42; and Displacement, Relocation, Acquisition, and Replacement of Housing implemented at 24 CFR 570.606. The Subrecipient must comply with the County's Anti Displacement and Relocation Assistance Plan on file.

I. Reversion of Assets

Any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000, including CDBG funds provided to the Subrecipient in the form of a loan, shall either be:

1. used to meet one of the national objectives in 24 CFR Part 570.208 until five years after expiration of the Agreement, or for such longer period of time as is determined appropriate by the County; or
2. not used in accordance with Section II.I.1, in which event the Subrecipient shall pay to the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the County. No payment is required after the period of time specified in Section II.I.1.

Should extensive renovations which would require the Subrecipient to discontinue usage of the property for more than 45 consecutive calendar days be necessary during the occupancy period, the Subrecipient may request a waiver from the County for the continuous usage requirement. The waiver is to be requested in writing no less than 30 calendar days prior to the anticipated date of discontinued usage.

If the facility is no longer utilized continuously by the Subrecipient for the purpose of meeting one of the national objectives in 24 CFR Part 570.208 for a period of no less than five calendar years from the initial date of improvement, then the Subrecipient shall notify the County in writing no less than 30 calendar days prior to the anticipated date of discontinued usage.

III. RESPONSIBILITIES OF THE SUBRECIPIENT

A. Federal Compliance

The Subrecipient shall comply with all applicable federal laws, regulations and requirements, and all provisions of the grant agreements received from the U.S. Department of Housing and Urban Development (HUD) by the County. These include but are not limited to compliance with the provisions of the Housing and Community Development Act of 1974 and all rules, regulations, guidelines and circulars promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG Program. A listing of some of the applicable laws and regulations are as follows:

1. 2 CFR Part 200;
2. 24 CFR Part 570;
3. 24 CFR Parts 84 and 85 as applicable per 24 CFR 570.502;
4. Title VI of the Civil Rights Act of 1964;
5. Title VIII of the Civil Rights Act of 1968;
6. Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
7. Fair housing regulations established in the Fair Housing Act, Public Law 90-284, and Executive Order 11063;
8. Section 504 of the Rehabilitation Act of 1973;
9. Asbestos guidelines established in CPD Notice 90-44;

10. The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
11. Non-discrimination in employment, established by Executive Order 11246;
12. Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
13. Section 3 of the Housing and Urban Development Act of 1968;
    The purpose of section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance
    shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
14. Federal procurement rules when purchasing services, supplies, materials, or equipment. The applicable federal regulations are contained in: 24 CFR Part 85 or through 24 CFR Part 84, as applicable;
15. Lead Based Paint regulations established in 24 CFR Parts 35 and 570.608;
16. Audit Requirements established in OMB Uniform Guidance §200.501; and
17. Cost principles established in OMB Uniform Guidance §200.430 and §200.431 as applicable per 24 CFR 570.502;
18. Conflict of Interest:
    a) *Applicability.*
    (1) In the procurement of supplies, equipment, construction, and services by the County and by the Subrecipient, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively shall apply.
    (2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of 24 CFR 570.611 (2) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the County or by its Subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 CFR 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 CFR 570.203, 570.204, 570.455, or 570.703 (i)).
    b) Conflicts prohibited. The general rule is that persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may not obtain a financial interest or benefit from a CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.
    c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, or any designated public agencies, or of the Subrecipient that are receiving funds under this part.
    d) *Exceptions.* Upon the written request of the County, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case

basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the County has provided the following documentation:

i. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
ii. An opinion of the County's attorney that the interest for which the exemption is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the County has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the County's program or project, taking into account the following factors, as applicable:

i. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
ii. Whether an opportunity was provided for open competitive bidding or negotiation;
iii. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
iv. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
v. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
vi. Whether undue hardship will result either to the County or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
vii. Any other relevant considerations.

19. The Subrecipient cannot engage in a federally funded contract with any entity registered in the Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs.
20. The Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

B. Non-Appropriations Clause

The Subrecipient agrees that it will include in every contract it enters, which relies upon CDBG monies for funding, a non-appropriation clause that will protect itself, the City, and the County from any liability or responsibility or any suit which might result from the discontinuance of CDBG funding for any reason. Because this Subrecipient Agreement involves funds from a federal grant, to the extent there is a conflict the funding provisions of this Subrecipient Agreement, the federal grant and the federal statutes control rather than the provisions of Section 24-91-103.6, C.R.S. with regard to any public work projects.

C. Expenditure Restrictions

All CDBG funds that are approved by HUD for expenditure under the County's grant agreement, including those that are identified for the Subrecipient's Projects and activities, shall be allocated to the specific projects and activities described and listed in the grant agreements. The allocated funds shall be used and expended only for the projects and activities for which the funds are identified.

D. Agreement Changes

No projects or activities, nor the amount allocated therefore, may be changed without approval by the City and County and acceptance of the revised Final Statement and/or Consolidated Plan by HUD, if required. Changes must be requested in writing and may not begin until a modification to this Agreement is fully executed.

E. Direct Project Supervision and Administration

The Subrecipient shall be responsible for the direct supervision and administration of its respective projects or activities. This task shall be accomplished through the use of the Subrecipient's staff, agency and employees. The Subrecipient shall be responsible for any injury to persons or damage to property resulting from the negligent acts or errors and omissions of its staff, agents and employees. Because the Subrecipient is responsible for the direct supervision and administration of its projects or activities, the County shall not be liable or responsible for cost overruns by the Subrecipient on any projects or activities. The County shall have no duty or obligation to provide any additional funding to the Subrecipient if its projects or activities cannot be completed with the funds allocated by the County to the Subrecipient. Any cost overruns shall be the sole responsibility of the Subrecipient.

1. The Subrecipient agrees that all funds allocated to it for approved projects or activities shall be used solely for the purposes approved by the County. Said funds shall not be used for any non-approved purposes.

2. The Subrecipient agrees that the funds allocated for any approved projects or activities shall be sufficient to complete said projects or activities without any additional CDBG funding.

F. Indemnity

To the extent allowed by law, the Subrecipient shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees and agents from and against any and all losses, damages, liabilities, claims, suits, actions or costs, including attorney's fees, made, asserted or incurred as a result of any damage or alleged damage to person or property occasioned by the acts or omissions of Subrecipient, its officers, employees, agents, contractors or subcontractors, arising out of or in any way connected with the Project or the performance of this Agreement. In addition, and to the extent allowed by law, the Subrecipient shall indemnify and hold harmless the City and its elected and appointed officials, officers, employees and agents from and against any and all losses, damages, liabilities, claims, suits, actions or costs, including attorney's fees, made, asserted or incurred as a result of any damage or alleged damage to person or property occasioned by the acts or omissions of Subrecipient, its officers, employees, agents, contractors or subcontractors, arising out of or in any way connected with the Project or the performance of this Agreement.

Nothing in this Agreement shall be construed as a waiver of or limitation on any immunities, rights, or protections afforded to the Parties under the Colorado Governmental Immunity Act or any other applicable law. The Parties acknowledge that liability for claims may be controlled and limited by the provisions of such laws.

G. Bonding and Insurance

If the Subrecipient's projects involve construction activities, any Contractor it uses for said activities shall be required to provide and maintain, until final acceptance by the Subrecipient of all work by such Contractor, the kinds and minimum amounts of insurance as follows:

1. Comprehensive General Liability: In the amount of not less than $1,000,000 combined single limit. Coverage to include:
   a. Premises Operations
   b. Products/Completed Operations
   c. Broad Form Contractual Liability
   d. Independent Contractors
   e. Broad Form Property Damage
   f. Employees as Additional Insured
   g. Personal Injury
   h. Arapahoe County, the City of Centennial and the Subrecipient as Additional Named Insured
   i. Waiver of Subrogation

2. Comprehensive Automobile Liability: In the amount of not less than $1,000,000 combined single limit for bodily injury and property damage. Coverage to include:
   a. Arapahoe County, the City of Centennial and the Subrecipient as additional Named Insured
   b. Waiver of Subrogation

3. Employers Liability and Workers Compensation: The Contractor shall secure and maintain employer's liability and Worker's Compensation Insurance that will protect it against any and all claims resulting from injuries to and death of workers engaged

in work under any contract funded pursuant to this Agreement. Coverage to include Waiver of Subrogation.

4. All referenced insurance policies and/or certificates of insurance shall be subject to the following stipulations:
    a. Underwriters shall have no rights of recovery subrogation against Arapahoe County, the City of Centennial, or the Subrecipient; it being the intent of the Parties that the insurance policies so effected shall protect the Parties and be primary coverage for any and all losses covered by the described insurance.
    b. The clause entitled "Other Insurance Provisions" contained in any policy including Arapahoe County and City of Centennial, as an additional named insured shall not apply to Arapahoe County, the City of Centennial, or the Subrecipient.
    c. The insurance companies issuing the policy or policies shall have no recourse against Arapahoe County, the City of Centennial, or the Subrecipient for payment of any premiums due or for any assessments under any form of any policy.
    d. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

5. Certificate of Insurance: The Contractor shall not commence work under any contract funded pursuant to this Agreement until he has submitted to the Subrecipient, received approval thereof, certificates of insurance showing that he has complied with the foregoing insurance requirements. The Subrecipient shall also submit a copy of the Contractor's certificates of insurance to the County.

6. Notwithstanding the provisions contained in this paragraph (G) set forth hereinabove, the County and the City reserve the right to jointly modify or waive said provisions for projects or activities for which these provisions would prove prohibitive. The Subrecipient understands, however, that the decision to waive or modify those provisions is fully within the joint discretion of the County and the City.

In accordance with 24 CFR parts 84 and 85, the following bonding requirements shall apply to all projects exceeding the simplified acquisition threshold (currently $250,000):

1. A bid guarantee from each bidder equivalent to 5% of the bid price;
2. A performance bond on the part of the contractor for 100% of the contract price; and
3. A payment bond on the part of the contractor for 100% of the contract price.

H. Records

The Subrecipient shall maintain a complete set of books and records documenting its use of CDBG funds and its supervision and administration of the Project. Records are to include documentation verifying Project eligibility and national objective compliance, as well as financial and other administrative aspects involved in performing the Project. The Subrecipient shall provide full access to these books and records to the County, the City, the Secretary of HUD or his designee, the Office of Inspector General, and the General Accounting Office so that compliance with Federal laws and regulations may be confirmed. The Subrecipient further agrees to provide to the County and/or the City, upon request, a copy of any audit reports pertaining to the Subrecipient's financial operations during the term of this Agreement. All records pertaining to the Project are to be maintained for a minimum of five years following close-out of the Project.

I. Reporting

The Subrecipient shall file all reports and other information necessary to comply with applicable Federal laws and regulations as required by the County and HUD. This shall include providing to the County the information necessary to complete annual Performance Reports in a timely fashion.

J. Timeliness

The Subrecipient shall comply with the performance standards established in Exhibit A of this Agreement. The Subrecipient understands that failure to comply with the established standards may lead to a cancellation of the Project and a loss of all unexpended funds.

K. Reimbursement for Expenses

The Subrecipient agrees that before the County can distribute any CDBG funds to it, the Subrecipient must submit to the County's Housing and Community Development Services Division documentation in the form required by that Division which properly and fully identifies the amount which the Subrecipient is requesting at that time. The County shall have ten (10) working days to review the request. Upon approval of the request, the County will distribute the requested funds to the Subrecipient as soon as possible.

L. Program Income

All program income directly derived from the Arapahoe County Community Development Block Grant Program received by the Subrecipient will be returned to the County unless authorized in Exhibit A Scope of Services to be retained by the Subrecipient and dispersed for its approved CDBG Project activities. If the retention and re-use of Program Income is authorized, it must be dispersed for its approved CDBG Project activities before additional CDBG funds are requested from the County. Following completion of the Subrecipient's Arapahoe County/City of Centennial CDBG Projects, all program income directly generated from the use of CDBG funds will be remitted to the County and the City.

M. Real Property

Real property acquired in whole or in part with CDBG funds shall be utilized in accordance with the scope and goals identified in Exhibit A Scope of Services attached to and made a part of this Agreement. Should the property in question be sold or otherwise disposed of, or the approved property usage discontinued, the Subrecipient shall adhere to the requirements of 24 CFR Parts 84 or 85 (as applicable) regarding the use and disposition of real property.

N. State, County and City Law Compliance

All responsibilities of the Subrecipient enumerated herein shall be subject to applicable State of Colorado statutes, rules and regulations as well as applicable County and City ordinances, resolutions, rules, and regulations.

O. Subcontracts

If subcontracts are used on the Project, the Subrecipient agrees that the provisions of this Agreement shall apply to any subcontract.

P. Suspension or Termination

This Agreement may be immediately suspended or terminated upon written notification from the County if the Subrecipient materially fails to comply with any term of this Agreement. This Agreement may also be terminated for convenience by mutual agreement of the County, the City and the Subrecipient.

Q. Urban County Designation

In the event that the Unit of General Local Government should withdraw from the County's "Urban County" designation, this Agreement shall terminate as of the termination date of the County's CDBG grant Agreement with HUD.

R. Certification

The Subrecipient certifies that to the best of its knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and,

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

S. Disallowance

If it is determined by HUD or other federal agency that the expenditure, in whole or in part, for the Subrecipient's Project or activity was improper, inappropriate or ineligible for reimbursement, then the Subrecipient shall reimburse the County and the City to the full extent of the disallowance.

T. Verification of Lawful Presence

The Subrecipient shall be responsible for ensuring compliance with C.R.S. Section 24-76.5-103 by verifying the lawful presence of all persons eighteen years of age or older who apply for any benefits funded in whole or in part by the grant funds that are the subject of this Agreement. Subrecipient shall verify lawful presence in the manner required by the statute, and shall provide proof of compliance upon the request of the County.

IV. RESPONSIBILITIES OF THE COUNTY

A. Administrative Control

The Parties recognize and understand that the County will be the governmental entity required to execute all grant agreements received from HUD pursuant to the County's requests for CDBG funds. Accordingly, the Subrecipient agrees that as to its projects or activities performed or conducted under any CDBG agreement, the County shall have the necessary administrative control required to meet HUD requirements. The City shall, within a reasonable time following written request, be provided access to review and if requested copies of County held documents and records produced in the administration of this Agreement and the Project without additional cost.

B. Performance and Compliance Monitoring

The County's administrative obligations to the Subrecipient pursuant to paragraph A above shall be limited to the performance of the administrative tasks necessary to make CDBG funds available to the Subrecipient and to provide Housing and Community Development Services staff whose job it will be to monitor the various projects funded with CDBG monies to monitor compliance with applicable Federal laws and regulations.

C. Reporting to HUD

The County will be responsible for seeing that all necessary reports and information required of the County and the City are filed with HUD and other applicable Federal agencies in a timely fashion.

V. EXTENT OF THE AGREEMENT

This Agreement, including any documents attached as exhibits which are hereby incorporated herein by reference, represents the entire and integrated agreement between the County, the City and Subrecipient and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this Agreement must be in writing and signed by the County, the City and Subrecipient. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the Parties that the remaining portions of this Agreement shall be of full force and effect.

VI. THIRD-PARTY BENEFICIARIES

It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the Parties hereto. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

VII. NOTICES

Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth:

To the County:	Arapahoe County Attorney 5334 S. Prince Street Littleton, CO 80120-1136
	<u>and</u>
	Arapahoe County Community Development, Housing & Homeless Services 1690 W. Littleton Blvd., #300 Littleton, CO 80120-2069
To the City:	City of Centennial 13133 E. Arapahoe Rd. Centennial, CO 80112
To the Subrecipient:	City of Auora Housing and Community Development 15151 E. Alameda Parkway Aurora, CO 80012

In Witness Whereof, the Parties have caused this Agreement to be duly executed this

_____________ day of _________________________________, __________.

City: City of Centennial

Name & Title: ____

Signature: ____

Approved As to Form: ____
City Attorney

Attest: ____
City Clerk or Deputy City Clerk

Subrecipient: City of Aurora

____
Signature

____
Name & Title

Board of County Commissioners
Arapahoe County, Colorado

____
Katherine Smith on behalf of the Board of County Commissioners
Pursuant to Resolution #

EXHIBIT A

SCOPE OF SERVICES

Subrecipient: **City of Aurora**
Project Name: **Aurora Regional Navigation Campus Recreational Area**
Project #: **CEPF2500**
Program Name: **Community Development Block Grant (CDBG)**
CFDA #: **CDBG 14.218**

AGREEMENT AMOUNT: **$250,000**
AGREEMENT END DATE AND PROJECT DEADLINE: **April 30, 2027**

INTRODUCTION

This Scope of Services is attached to and incorporated into the Subrecipient Agreement made among the City of Centennial (hereinafter referred to as the City), the Board of County Commissioners of the County of Arapahoe, State of Colorado, (hereinafter referred to as the County) and **City of Aurora** (hereinafter referred to as the Subrecipient) for the conduct of a Community Development Block Grant (CDBG) Project. The purpose of this Scope of Services is to further describe the project requirements referenced in Section II. C. - Performance Criteria of the Subrecipient Agreement.

1. FEDERAL REGULATORY INFORMATION

CDBG National Objective[1]: Benefit to low- and moderate- income Housing - LMC

HUD Matrix Code:	03C – Homeless Facilities	Accomplishment Type:	LMC: Public Facilities
		Proposed Number of Beneficiaries:	300

*Beneficiaries are to be counted by the number of total ☒ PEOPLE or ☐ HOUSEHOLDS who will benefit from the project (including all members of a household).

The Project will be carried out under the:
☐ CDBG Area Benefit definition ☒ CDBG Limited Clientele definition

For Limited Clientele Activities: Select which method of income verification will be used:
☐ N/A ☒ Self-Certification ☐ Verification with supporting income documentation

If income will be verified, select the method that will be used to determine annual household income:
☒ Self-Certification ☐ Part 5 Section 8 ☐ Census Long Form ☐ IRS Form 1040 Long Form

For descriptions of each income verification method and required documentation, go to:
https://www.hudexchange.info/incomecalculator/
This website provides an on-line income calculator for each of the three verification methods. The use of the calculator is required and a print-out of the completed calculator for each household assisted must be maintained on file.

2. ACTIVITY DESCRIPTION/PERFORMANCE GOALS

a. Purpose (short description of program purpose)

The overall purpose of this project is to create a safe, accessible, and restorative outdoor recreational space for individuals and families experiencing homelessness.

The addition of this outdoor area will provide shelter guests with opportunities for physical activity, stress reduction, social connection, and healing—key components that support mental and physical well-being during periods of crisis.

By transforming underutilized exterior space into a welcoming environment with seating, shade, greenery, and activity areas, the project will enhance the shelter's overall service capacity and improve the quality of life for residents. This investment will strengthen the shelter's ability to promote stability, dignity, and positive outcomes for those working toward long-term housing security.

b. Goals and Community Impact

The overarching goals of this project include, but aren't limited to the following:

- **Improve the health and well-being of shelter residents** by providing safe, outdoor space that encourages physical activity, reduces stress, and supports mental health during periods of crisis.
- **Increase access to restorative, trauma-informed environments** by creating a welcoming outdoor area designed to promote calm, dignity, and emotional regulation for individuals and families experiencing homelessness.
- **Enhance opportunities for positive social interaction and community-building** through shared outdoor areas that support relationship-building, group activities, and structured programming.
- **Expand the shelter's service capacity** by integrating outdoor recreational space into case management, youth programming, wellness activities, and therapeutic services.
- **Promote long-term stability and housing readiness** by improving residents' overall quality of life, which research shows is linked to increased engagement in services and improved housing outcomes.
- **Transform previously unused or underutilized land** into a functional community asset that strengthens the physical environment of the shelter and surrounding neighborhood.

Additionally, the anticipated community impact of this project includes:

- **Creates meaningful benefits** for both shelter residents and the broader community by supporting health, stability, and emotional well-being.
- **Reduces the need for residents to seek recreation or rest in public spaces**, helping ease pressure on nearby parks, businesses, and neighborhoods.
- **Strengthens the community's overall response to homelessness** by enhancing the shelter's capacity to provide trauma-informed, person-centered services.
- **Improves residents' wellness and social connections**, increasing their ability to engage in workforce programs, case management, and long-term housing plans.

- **Contributes to a healthier, more inclusive, and more resilient community** where all individuals have opportunities to thrive.

c. Project Address

15500 E 40th Avenue, Denver, CO 80239 – Aurora Regional Navigation Campus

d. Name of Organization Carrying out the Activity

☒ Same as Subrecipient

Organization is: ☒Another unit of local gov't; ☐Another public agency; ☐CBDO only; ☐ Subrecipient only; ☐CBDO designated as Subrecipient

e. Local Jurisdictions rules and regulations/ADA

Subrecipient agrees that it has read and understands the local jurisdiction's rules and regulations and local codes pertaining to the work and that all work will be permitted with the municipality and completed according to its rules and regulations. Subrecipient will perform the work in accordance with the Americans with Disabilities Act (ADA).

f. Detailed Program Requirements

- All records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement must be retained. Such records shall include but not be limited to:
    - Records providing a full description of each activity undertaken;
    - Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
    - Records required to determine the eligibility of activities;
    - Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
    - Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
    - Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
    - Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

- The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200, Property Standards (200.310-200.316) as applicable.

- Bid packet must include Davis-Bacon bid language, Davis-Bacon wage decision, HUD-4010 (Federal Labor Standards) and Section 3 Clause.

- Each Contract must include the correct Davis-Bacon wage decision, Federal Labor Standards and Section 3 Clause.

- There is a general prohibition against the use of any lead-based paint in connection with any CDBG activity involving the construction or rehabilitation of public facilities.

- The selected general contractor must be registered in www.SAM.gov, with no active exclusions, meaning the contractor is eligible to receive federal funds, as determined by the www.SAM.gov search using the contractor name and/or UEI number, as provided in the bid submission.

- General Contractor will be responsible for Davis-Bacon and Related Acts (DBRA) compliance.

- Every effort to use local business firms and contract with small, minority-owned and/or women-owned (MBE/WBE), and Section 3 businesses in the procurement process should be made to the maximum extent feasible.

- City of Aurora will manage and oversee the procurement and contracting process.

- City of Aurora will facilitate and administer contractor payments and oversight.

- Arapahoe County will provide reimbursement payments to the City of Aurora, as requested and documented in approved Drawdown Requests.

- Final Drawdown Request must be accompanied by a year-end Completion Report, highlighting project accomplishments.

g. Program Income

Program income is the gross income received by the Subrecipient directly generated from the use of CDBG funds under this Agreement. Program income includes:

- Proceeds from the sale or lease of property purchased or improved with CDBG funds until five years after the termination of this Agreement;
- Proceeds from the sale or lease of equipment purchased with CDBG funds;
- Gross income from the use or rental of real or personal property acquired, constructed or improved by the Subrecipient less costs incidental to the generation of income;
- Payments of principal and interest on loans made by the Subrecipient using CDBG funds;
- Proceeds from the sale of loans or obligations secured by loans made with CDBG funds;
- Interest earned on program income pending its disposition (NOTE: interest earned on CDBG funds held in revolving loan funds is not program income and must be remitted to the U.S. Treasury at least annually); and
- Funds collected through special assessments on properties not owned and occupied by LMI households in order to recover the CDBG portion of a public improvement.

The County ☐ authorizes ☒ does not authorize the Subrecipient to retain Program Income to be used for eligible CDBG activities. If authorized, Program income may be used for the following purposes:

Reporting program income: On February 28 of each year, the Subrecipient must report to the County on the amount of Program Income received, less costs incidental to the generation of Program Income, that is in excess of $25,000. Any Program Income in excess of the amount of CDBG funds identified in Section i. Budget must be repaid to the County.

i. Budget

ITEM	TOTAL BUDGET	AMOUNT PAID BY CITY
Project Permits	$2,500	$2,500
Contract Services (Construction Costs)	$247,500	$247,500
TOTAL	$250,000	$250,000

The amounts in each budget line item may be adjusted with the written approval of the County; provided, however, that the total amount of the award does not change.

3. DRAW REQUESTS

a. Draw cover sheet showing itemized list of expenditures (CDHSS form)
b. Supporting documentation (check all that apply):
   - ☒ Third-party invoices or receipts
   - ☒ Check copies showing payment cashment (cancelled checks)
   - ☒ Lien Waivers
   - ☒ Davis-Bacon Certified Payrolls
   - ☒ Federal Accountability and Transparency Act form (Attachment 1)*

     **Per the Federal Accountability and Transparency Act of 2006 as amended, compensation data for certain officials must be reported. The report form is attached herein as Attachment 1. This form must be submitted with the first draw request and updated if there are changes*

Note: Payments on draws submitted after October 20th may be delayed due to end-of-year HUD reporting

4. REPORTING:

Data collection must be completed demonstrating income eligibility and achievements met towards meeting the objectives described in Section 2 Activity Description. The disbursement of funds is contingent upon the receipt of the required information.

Reports are due quarterly to provide updates on the number of units leased and occupied, as well as the demographic information for each household, which will ensure proper documentation for HUD accomplishment reports. Reports must include:

- No. of beneficiaries served during the reporting period
- Demographic information* for ☒ the individual served, or ☐ each household member
- Household income*
- Brief narrative report on activities contained in Section 2

*CDHSS will provide a form for the collection of beneficiary income and demographic information; however, the Subrecipient may use its own form, or a form used for another fund source for the same program, provided that the following information is collected:

- Unique identifier: Name and address
- Whether the head of household is female and/or disabled
- Whether the head of household is aged 62 years or older
- Total number of household members
- Total income of all household members
- Ethnicity: Hispanic or Latino OR Not Hispanic or Latino of each household member
- The race of each household member:
  White
  Black or African American
  Asian
  American Indian or Alaska Native
  Native Hawaiian or Other Pacific Islander
  American Indian or Alaska Native and White
  Asian and White
  Black or African American and White
  American Indian or Alaska Native and Black or African American
  Other Multi-Racial
  NOTE: Both ethnicity AND race category must be selected for each household member
- Signature attesting to the accuracy of the information submitted.

5. RECORD-KEEPING AND MONITORING

Subrecipient shall retain on file the following documents for a period of five years beyond the final close-out of this grant. Files shall be made available to Arapahoe County, the Department of Housing and Urban Development, the Office of Inspector General, the General Accounting Office, or any other federal regulatory agency, upon request for monitoring purposes.

1. Agreement between County and Subrecipient
2. Draw Requests and supporting documentation (see Section IV Draw Requests)
3. Beneficiary Data (see Section V Reporting)
4. Annual audits
5. Records of compliance with federal procurement rules when the Subrecipient awards contracts, utilizing CDBG funds, for services, supplies, materials or equipment, that are in the amount of $100,000 or more, or when CDBG funds, in any amount, are used for construction activities. Subrecipient should follow their local jurisdiction or State procurement policies; provided that they are not in conflict with applicable federal law. Labor clauses contained in HUD-4010 and the applicable Davis-Bacon wage rate decision must be a physical part of a bid package. *24 CFR 85.36*
   a. Copies of bid documents
   b. Copies of contracts

    c. Copies of all payments and supporting documentation to contractors and vendors
6. Records pertaining to Labor Laws and Requirements *http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf*
7. Davis-Bacon wage rate decisions when project costs are $2,000 or more
8. Davis-Bacon weekly payroll records, including overtime records
9. Section 3 outreach efforts, for contracts between the County and Subrecipient that are in the amount of $200,000 or more, and for contracts between the Subrecipient and its sub-contractors that are in the amount of $200,000 or more
    a. Women and Minority Business Enterprise - outreach efforts and records of contracts with woman- and minority-owned businesses
    b. Copies of contracts with sub-contractors
10. Records of lead-based paint assessment, abatement and final clearance, if applicable
11. Records of asbestos assessment, abatement and final clearance, if applicable
12. Records of acquisition and/or relocation, if applicable

FOR COUNTY USE ONLY – FEDERAL IDIS REPORTING

1. Performance Goal: ☒Create suitable living environments; ☐Provide decent affordable housing; ☐Create economic opportunities
2. Performance Outcome: ☒ Availability/Accessibility; ☐ Affordability; ☐ Sustainability
3. Check box if project address is to be marked as confidential ☐
4. Activity Purpose: ☐Prevent Homelessness; ☒Help the Homeless; ☐Help those with HIV/AIDS; ☒Help persons with disabilities
5. ☐Accomplishments to be reported at another activity: IDIS #_____
6. Activity being carried out by Grantee? ☐yes; ☒no If yes, activity is being carried out through: ☐Employees; ☐ Contractors; ☐ Both
7. If Agreement is with another County department, the activity will be carried out by: ☐County employees; ☐Contractors;
   ☐Both
8. Area Type: ☐CDFO Area; ☐Local Target Area; ☐Strategy Area
9. Special Characteristics: ☐Presidentially Declared major Disaster Area; ☐Historic Preservation Area; ☐Brownfield Redevelopment Area – indicate number of acres remediated: _____
10. Activity Information: ☐One-for-One Replacement; ☐Displacement; ☐Favored Activity; ☐ Special Assessment; ☐Revolving Fund; ☐Float Funded

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE CITY OF CENTENNIAL, ARAPAHOE COUNTY, AND THE CITY OF AURORA FOR THE ACCEPTANCE AND USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.

WHEREAS, the City of Aurora is a home rule municipality organized under the laws of the State of Colorado; and

WHEREAS, the Aurora Regional Navigation Campus (ARNC) opened in November 2025 and provides shelter and supportive services to individuals and families experiencing homelessness; and

WHEREAS, Arapahoe County receives federal Community Development Block Grant (CDBG) funds and has partnered with the City of Centennial for the administration and distribution of such funds; and

WHEREAS, Arapahoe County and the City of Centennial desire to provide CDBG funding to the City of Aurora, as a subrecipient, for the construction of an outdoor recreational area at the ARNC; and

WHEREAS, the proposed outdoor recreational area will provide a safe and healthy environment for ARNC guests and support the delivery of trauma-informed services; and

WHEREAS, the project will transform underutilized land into a functional community asset that strengthens both the shelter environment and the surrounding neighborhood; and

WHEREAS, the City Council finds that acceptance of such funding and entry into the intergovernmental agreement is in the best interests of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, THAT:

Section 1. The intergovernmental agreement by and among the City of Centennial, Arapahoe County, and the City of Aurora, under which the City will serve as a subrecipient of Community Development Block Grant funds for the construction of an outdoor recreational area at the Aurora Regional Navigation Campus, is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of ___________________, 2026.

____
MIKE COFFMAN, Mayor

ATTEST:

____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Andrea Wood gk
ANDREA WOOD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Wild Horse Reservoir Administrative (Resolution)	
Item Initiator: Sarah Young, Assistant General Manager of Planning and Engineering, Aurora Water	
Staff Source/Legal Source: Sarah Young, Assistant General manager of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney	
Outside Speaker: N/A	
Strategic Outcome: Healthy: Connecting natural and built environments with multimodal networks, ensuring access to parks and recreation, and preserving sustainable water supplies.	

COUNCIL MEETING DATES:

Study Session: 8/10/2026

Regular Meeting: 8/24/2026

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☐ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Sarah Young, Assistant General Manager of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

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ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 7/15/2026

Action Taken/Follow-up: ***(Check all that apply)***

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☒ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

On July 15, 2026, the Water Policy Committee supported moving a Resolution expressing the Aurora City Council's approval and delegation of authority to the General Manager of Aurora Water to administratively approve certain, limited, Intergovernmental Agreements related to Wild Horse Reservoir forward to the August 10, 2026 Study Session.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

This Resolution will allow Aurora Water to efficiently plan, permit, and construct Wild Horse Reservoir by authorizing the General Manager of Aurora Water to administratively approve intergovernmental agreements so long as they: (1) are related to Wild Horse Reservoir; and (2) obligate Aurora Water to financial expenditures of $50,000.00 or less.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT
Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does the Council support moving a Resolution expressing the Aurora City Council's approval and delegation of authority to the General Manager of Aurora Water to administratively approve certain, limited, Intergovernmental Agreements related to Wild Horse Reservoir forward to the August 24, 2026 Council meeting?

LEGAL COMMENTS

Council shall act only by ordinance, resolution or motion. All legislative enactments must be in the form of ordinances; all other actions, except as herein provided, may be in the form of resolutions or motions. (Section 5-1, Aurora City Charter)(Best).

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL AND DELEGATION OF AUTHORITY TO THE GENERAL MANAGER OF AURORA WATER TO ADMINISTRATIVELY APPROVE CERTAIN, LIMITED, INTERGOVERNMENTAL AGREEMENTS RELATED TO WILD HORSE RESERVOIR

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise ("Aurora Water") is in the process of planning, permitting and constructing Wild Horse Reservoir to be in Park County, Colorado; and

WHEREAS, Wild Horse Reservoir will be critical to Aurora Water's long-term ability to provide safe and reliable drinking water to Aurora residents; and

WHEREAS, the planning, permitting and constructing Wild Horse Reservoir requires cooperation with federal, state, and local governmental entities, including but not limited to the Bureau of Land Management and Park County, Colorado, which often necessitates intergovernmental agreements between the parties to memorialize their respective rights and obligations; and

WHEREAS, the Aurora City Code requires intergovernmental agreements to be signed by the Mayor after authorization by a majority vote of the members of City Council voting (City Charter Section 3-2; City Code Section. 2-31(b)(2)); and

WHEREAS, the City Council may exercise the powers, privileges and duties and granted and conferred by the Colorado Constitution, statutes, and City Charter (City Charter Section 3-9; City Code Section 2-32); and

WHEREAS, to efficiently plan, permit, and construct Wild Horse Reservoir, the City Council finds that it is in the best interest of the health, safety, and welfare of Aurora residents to authorize the General Manager of Aurora Water to administratively approve intergovernmental agreements so long as they: (1) are related to Wild Horse Reservoir; and (2) obligate Aurora Water to financial expenditures of $50,000.00 or less.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, THAT:

<u>Section 1.</u> The Aurora City Council hereby delegates authority to the General Manager of Aurora Water to administratively approve (and execute) intergovernmental agreements, and any associated amendments, that: (1) are related to Wild Horse Reservoir; and (2) obligate Aurora Water to financial expenditures of $50,000.00 or less.

Section 2. City Council hereby directs Aurora Water to provide a list, including a short summary of important terms, of all such intergovernmental agreements executed in accordance with this Resolution to City Council's Water Policy Committee for each meeting until Wild Horse Reservoir is completed and operational.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of ___________________, 2026.

____
MIKE COFFMAN, Mayor

ATTEST:

____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

Ian J Best RLA
____
By: IAN BEST, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Request for Support of Proposition 308 (Resolution)
Item Initiator: Shonnie Cline, Deputy Director of Internal & External Relations, Aurora Water
Staff Source/Legal Source: Shonnie Cline, Deputy Director of Internal & External Relations, Aurora Water / Ian Best, Sr. Asst. City Attorney
Outside Speaker: N/A
Strategic Outcome: Healthy: Connecting natural and built environments with multimodal networks, ensuring access to parks and recreation, and preserving sustainable water supplies.

COUNCIL MEETING DATES:

Study Session: 8/10/2026

Regular Meeting: 8/24/2026

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Shonnie Cline, Deputy Director of Internal and External Relations, Aurora Water / Ian Best, Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Policy Committee

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Study Session

☐ Information Only

☐ Approve Item as Proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Federal, State & Intergovernmental Relations

Policy Committee Date: N/A

Action Taken/Follow-up: ***(Check all that apply)***

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☒ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

On July 16, 2026, the Federal, State and Intergovernmental Relations (FSIR) Committee recommended the City of Aurora formally support Proposition 308 and forward to the August 10, 2026 Study Session.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Staff is requesting City Council approval for the City of Aurora to formally support Proposition 308, Protecting Colorado's Lands and Water, a statewide ballot measure that would provide a dedicated funding source for protecting Colorado's forests, watersheds, water resources, wildlife habitat, and outdoor recreation opportunities.

Proposition 308 would not create a new tax or increase existing tax rates. Instead, it would allow the State of Colorado to retain and dedicate a portion of existing sales tax revenue generated from sporting goods and outdoor recreation equipment to conservation, forest management, watershed restoration, and wildfire mitigation projects.

For Aurora Water, healthy forests and watersheds are essential to protecting the city's long-term drinking water supplies. Catastrophic wildfires can significantly degrade source water quality, damage critical infrastructure, increase water treatment costs, and threaten the resilience of the watersheds that supply drinking water to Aurora and communities throughout Colorado. Investing in watershed protection and forest health is a proactive approach that helps reduce those risks.

Aurora Water routinely partners with local, state, and federal agencies on watershed protection and forest restoration projects. Supporting Proposition 308 is consistent with Aurora Water's commitment to protecting long-term water supplies and improving watershed resilience across Colorado.

The Federal, State and Intergovernmental Relations Committee reviewed this request on July 16, 2026, and voted to recommend that City Council formally support Proposition 308.

Staff recommends that City Council approve the City of Aurora's formal support of Proposition 308.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does Council support moving the support for Proposition 308 forward to the August 24, 2026 Council meeting.

LEGAL COMMENTS

Council shall act only by ordinance, resolution or motion. All legislative enactments must be in the form of ordinances; all other actions, except as herein provided, may be in the form of resolutions or motions. (Charter 5-1) (Best).

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S FORMAL SUPPORT OF PROPOSITION 308

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise ("Aurora Water") desires to formally support Proposition 308, Protecting Colorado's Lands and Water, a statewide ballot measure that would provide a dedicated funding source for protecting Colorado's forests, watersheds, water resources, wildlife habitat, and outdoor recreation opportunities; and

WHEREAS, Proposition 308 would not create a new tax or increase existing tax rates. Instead, it would allow the State of Colorado to retain and dedicate a portion of existing sales tax revenue generated from sporting goods and outdoor recreation equipment to conservation, forest management, watershed restoration, and wildfire mitigation projects; and

WHEREAS, for Aurora Water, healthy forests and watersheds are essential to protecting the city's long-term drinking water supplies. Catastrophic wildfires can significantly degrade source water quality, damage critical infrastructure, increase water treatment costs, and threaten the resilience of the watersheds that supply drinking water to Aurora and communities throughout Colorado. Investing in watershed protection and forest health is a proactive approach that helps reduce those risks; and

WHEREAS, Aurora Water routinely partners with local, state, and federal agencies on watershed protection and forest restoration projects; and

WHEREAS, supporting Proposition 308 is consistent with Aurora Water's commitment to protecting long-term water supplies and improving watershed resilience across Colorado; and

WHEREAS, the Federal, State and Intergovernmental Relations Committee voted to recommend that City Council formally support Proposition 308.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, THAT:

Section 1. The Aurora City Council formally supports Proposition 308, Protecting Colorado's Lands and Water.

Section 2. City of Aurora and Aurora Water employees are hereby authorized to take actions reasonably necessary and related to the content of this resolution.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of ___________________ 2026.

____
MIKE COFFMAN, Mayor

ATTEST:

____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Ian J Best RLA
IAN BEST, Senior Assistant City Attorney

Initiative 2025-2026 #308 Clean FINAL

Be it Enacted by the People of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add** 24-77-110 as follows:

24-77-110. Declaration of the people of Colorado - retention of exempt sales tax revenue - conserve and protect Colorado's water, land, and forests fund - determination and distribution of wildfire and conservation revenue. (1) THE VOTERS OF THE STATE OF COLORADO FIND AND DECLARE THAT:

(a) WITHOUT RAISING TAXES, MORE CONSERVATION FUNDING IS NEEDED TO REDUCE THE RISK OF WILDFIRE AND CONSERVE AND PROTECT COLORADO'S WATER, LAND, PARKS, AND WILDLIFE;

(b) RECENT WILDFIRES HAVE BEEN THE DEADLIEST AND MOST DESTRUCTIVE ON RECORD, WITH FOUR OF THE STATE'S LARGEST WILDFIRES IN HISTORY OCCURRING IN THE LAST FIVE YEARS, WHICH RESULTED IN THE DESTRUCTION OF 1.5 MILLION ACRES AND MORE THAN 1,900 HOMES AND HUNDREDS OF MILLIONS OF DOLLARS IN DAMAGES AND LOSSES;

(c) COLORADO'S RIVERS, STREAMS, AND LAKES ARE THE LIFEBLOOD OF THE STATE, AND IT IS ESSENTIAL TO PRESERVE WATER QUALITY AND QUANTITY IN RIVERS, STREAMS, AND UNDERGROUND WATER SUPPLIES;

(d) REDUCING THE RISK OF WILDFIRE CAN PROTECT COLORADO'S WATER, COMMUNITIES, LAND, WILDLIFE, AND OUTDOORS WAY OF LIFE;

(e) THE COLORADO STATE FOREST SERVICE AND THE COLORADO DEPARTMENT OF NATURAL RESOURCES WORK IN PARTNERSHIP TO PROTECT COLORADO COMMUNITIES AND WATER BY REDUCING THE RISK OF WILDFIRE;

(f) THE COLORADO STATE FOREST SERVICE DELIVERS SIGNIFICANT BENEFITS TO COLORADO BY ENSURING THE LONG-TERM HEALTH AND VITALITY OF COLORADO'S FORESTS AND WATERSHEDS, INCLUDING THROUGH FUNDING THAT EMPOWERS COMMUNITIES TO REDUCE THE RISK OF WILDFIRE TO PEOPLE, PROPERTY, AND INFRASTRUCTURE; PROMOTES FOREST HEALTH AND FOREST RESTORATION PROJECTS; AND ENCOURAGES THE USE OF WOOD FOR TRADITIONAL FOREST PRODUCTS AND BIOMASS ENERGY;

(g) THE COLORADO DEPARTMENT OF NATURAL RESOURCES AND THE COLORADO WATER CONSERVATION BOARD PROVIDE CRITICAL FUNDING FOR WILDFIRE RISK REDUCTION, INCLUDING BY FUNDING LARGE-SCALE PROJECTS TO REDUCE THE AMOUNT OF POTENTIAL WILDFIRE FUEL; INVESTING IN WORKFORCE DEVELOPMENT WITH HANDS-ON EXPERIENCE AND TRAINING OPPORTUNITIES IN WILDFIRE MITIGATION AND FORESTRY; AND ASSISTING COMMUNITIES IN PLANNING FOR AND LESSENING THE LONG-TERM EFFECTS THAT WILDFIRES HAVE ON COLORADO'S WATER, WETLANDS, COMMUNITIES, AND INFRASTRUCTURE;

(h) DESPITE THESE EXISTING INVESTMENTS, COLORADO'S FORESTS NEED ADDITIONAL FUNDING AND URGENT ATTENTION TO ADDRESS WILDFIRE RISK AND PROTECT WATERSHEDS AND FOREST HEALTH;

(i) COLORADO'S GREAT OUTDOORS, WATER, AND WILDLIFE ARE AMONG THE STATE'S MOST TREASURED RESOURCES, ENHANCING COLORADANS' QUALITY OF LIFE, CONTRIBUTING TO THE STATE'S ECONOMY, PROVIDING DIVERSE OPPORTUNITIES TO EXPERIENCE NATURE, AND SUPPORTING JOBS IN THE STATE;

(j) DESPITE THE STATE'S RENOWNED BEAUTY AND VAST OPPORTUNITIES FOR YEAR-ROUND OUTDOOR ACTIVITIES, MANY COMMUNITIES IN COLORADO FACE OBSTACLES TO ACCESSING THE OUTDOORS AND THE SIGNIFICANT BENEFITS SPENDING TIME IN NATURE DELIVERS;

(k) COLORADO HAS A LEGACY OF LAND CONSERVATION, INCLUDING THROUGH PARTNERSHIPS WITH PRIVATE LANDOWNERS TO PROTECT WORKING FARMS AND RANCHES AND TO MAINTAIN THE NATURAL AND AGRICULTURAL HERITAGE OF THE STATE, AND ALSO HAS WORLD-CLASS STATE PARKS AND OTHER PUBLIC LANDS, ALL OF WHICH PROVIDE SIGNIFICANT BENEFITS TO COLORADO'S WATERS, WILDLIFE, AND PEOPLE;

(l) COLORADO PARKS AND WILDLIFE WORKS TO ENSURE COLORADO'S OUTDOORS AND WILDLIFE ARE SUSTAINED FOR FUTURE GENERATIONS, INCLUDING TO CONSERVE VULNERABLE WILDLIFE SPECIES AND HABITATS AND TO MAINTAIN A HIGH-QUALITY STATE PARKS SYSTEM;

(m) THE GREAT OUTDOORS COLORADO PROGRAM (GOCO), ESTABLISHED BY A VOTE OF THE PEOPLE OF COLORADO AND ENSHRINED IN ARTICLE XXVII OF THE STATE CONSTITUTION, IS DEDICATED TO THE PRESERVATION, PROTECTION, ENHANCEMENT, AND MANAGEMENT OF THE STATE'S WILDLIFE, PARK, RIVER, TRAIL, AND OPEN SPACE HERITAGE;

(n) GOCO DELIVERS EXCEPTIONAL BENEFITS TO THE STATE BY INVESTING COLORADO LOTTERY REVENUE IN THE STATE'S WILDLIFE RESOURCES AND OUTDOORS THROUGH COLORADO PARKS AND WILDLIFE AND COMPETITIVE GRANTS TO PROTECT UNIQUE NATURAL LANDSCAPES AND TO MATCH LOCAL INVESTMENTS FOR OPEN SPACE, PARKS, AND ENVIRONMENTAL EDUCATION FACILITIES;

(o) CREATED BY EXECUTIVE ORDER B-2020-08 IN 2020, THE COLORADO OUTDOOR REGIONAL PARTNERSHIPS INITIATIVE, WHICH RECEIVES FUNDING FROM GOCO AND COLORADO PARKS AND WILDLIFE, ADVANCES REGIONAL AND STATEWIDE COLLABORATION TO ENSURE THAT COLORADO'S WATER, LAND, AND WILDLIFE THRIVE WHILE ALSO ENHANCING EQUITABLE ACCESS TO QUALITY OUTDOOR EXPERIENCES;

(p) FOLLOWING THE CREATION OF THE REGIONAL PARTNERSHIPS INITIATIVE, THE COLORADO OUTDOORS STRATEGY EMERGED FROM A MULTI-YEAR, COLLABORATIVE EFFORT WITH LOCAL, REGIONAL, AND STATE PARTICIPATION AND SERVES AS A VISION FOR FUTURE INVESTMENTS IN COLORADO'S OUTDOORS WITH THREE NORTH-STAR GOALS: CLIMATE RESILIENT CONSERVATION AND RESTORATION; EXCEPTIONAL AND SUSTAINABLE OUTDOOR RECREATION; AND COORDINATED PLANNING AND FUNDING;

(q) THE OUTDOOR EQUITY GRANT PROGRAM, WITHIN COLORADO PARKS AND WILDLIFE, INCREASES ACCESS AND OPPORTUNITIES FOR YOUTH AND THEIR FAMILIES TO EXPERIENCE COLORADO'S OUTDOORS AND INVESTS, THROUGH GRANTS TO ORGANIZATIONS THAT PROVIDE TRANSFORMATIONAL CONSERVATION, OUTDOOR EDUCATION, AND EXPERIENTIAL LEARNING PROGRAMS, IN THE NEXT GENERATION OF COLORADANS LEARNING ABOUT THE IMPORTANCE OF OUR LAND AND WATER;

(r) THE OUTDOOR RECREATION INDUSTRY OFFICE IN THE OFFICE OF ECONOMIC DEVELOPMENT WORKS TO SUPPORT THE ECONOMIC VALUE OF COLORADO'S OUTDOORS AND TO PROTECT AND CONSERVE OUR WATER, LAND, AIR, AND CLIMATE BY, AMONG OTHER EFFORTS, PROMOTING CONSERVATION, ECONOMIC DEVELOPMENT, EDUCATION, WORKFORCE TRAINING, AND PUBLIC HEALTH AND WELLNESS AND ADDRESSING THE CHRONIC AND SYSTEMIC INEQUITIES THAT PREVENT YOUTH AND COMMUNITIES FROM ENGAGING IN MEANINGFUL EXPERIENCES IN THE OUTDOORS; AND

(s) WITHOUT RAISING TAXES OR CHANGING THE COST OF SPORTING GOODS AND EQUIPMENT, COLORADO VOTERS DIRECT THE INVESTMENT OF MORE CONSERVATION FUNDING BY ALLOWING THE STATE TO RETAIN THE REVENUE GENERATED FROM THE EXISTING STATE SALES TAX ON SPORTING GOODS AND EQUIPMENT AND DIRECTING THAT AMOUNT OF MONEY TO THE COLORADO WILDFIRE PROTECTION AND WATER FUND TO HELP THE COLORADO STATE FOREST SERVICE AND THE COLORADO DEPARTMENT OF NATURAL RESOURCES PROTECT COMMUNITIES AND WATER BY REDUCING THE RISK OF WILDFIRE; TO GOCO TO PRESERVE, PROTECT, ENHANCE, AND MANAGE THE STATE'S WILDLIFE, PARK, RIVER, TRAIL, AND OPEN SPACE HERITAGE; TO THE OUTDOOR EQUITY GRANT PROGRAM TO IMPROVE ACCESS TO THE OUTDOORS FOR YOUTH AND FAMILIES; AND TO THE OUTDOOR RECREATION INDUSTRY OFFICE TO INVEST IN WORKFORCE DEVELOPMENT AND OTHER OPPORTUNITIES TO PARTICIPATE IN AND CONTRIBUTE TO COLORADO'S OUTDOORS ECONOMY.

(2)(a) NOTWITHSTANDING ANY PROVISION OF LAW TO THE CONTRARY, COMMENCING ON JULY 1, 2027, ALL STATE SALES TAX REVENUES COLLECTED FROM CERTAIN SPORTING GOODS AND EQUIPMENT SHALL CONSTITUTE A VOTER-APPROVED REVENUE CHANGE UNDER SECTION 20(7)(d) OF ARTICLE X OF THE STATE CONSTITUTION, AS AN EXCEPTION TO THE LIMITS THAT WOULD OTHERWISE APPLY WITHOUT LIMITING OR AFFECTING THE COLLECTION OR SPENDING OF OTHER REVENUES.

(b) THE REVENUE RESULTING FROM THE VOTER-APPROVED REVENUE CHANGE CREATED BY THIS SECTION SHALL BE EXEMPT REVENUE KNOWN AS "WILDFIRE AND CONSERVATION REVENUE". FOR THE PURPOSES OF THIS SECTION, "EXEMPT REVENUE" MEANS, FOR THE APPLICABLE STATE FISCAL YEAR, REVENUE EXEMPT FROM THE LIMITATION ON STATE FISCAL YEAR SPENDING.

(3) THE CONSERVE AND PROTECT COLORADO'S WATER, LAND, AND FORESTS FUND IS HEREBY CREATED IN THE STATE TREASURY.

(a) THE FUND CONSISTS OF MONEY TRANSFERRED TO THE FUND PURSUANT TO SUBSECTION (3)(c) OF THIS SECTION AND ANY OTHER MONEY THAT THE GENERAL ASSEMBLY MAY APPROPRIATE OR TRANSFER TO THE FUND.

(b) ALL INTEREST AND INCOME EARNED ON THE DEPOSIT AND INVESTMENT OF MONEY IN THE CONSERVE AND PROTECT COLORADO'S WATER, LAND, AND FORESTS FUND IS CREDITED TO THE FUND AND IS NOT TRANSFERRED TO THE GENERAL FUND OR ANY OTHER FUND AT THE END OF ANY FISCAL YEAR.

(c) ON JULY 1, 2027 FOR THE 2027-28 STATE FISCAL YEAR, AND ON JULY 1 FOR EACH STATE FISCAL YEAR THEREAFTER, THE STATE TREASURER SHALL TRANSFER FROM THE GENERAL FUND TO THE CONSERVE AND PROTECT COLORADO'S WATER, LAND, AND FORESTS FUND AN AMOUNT EQUAL TO THE WILDFIRE AND CONSERVATION REVENUE DETERMINED PURSUANT TO THE CALCULATIONS IN SUBSECTION (4) OF THIS SECTION.

(d) MONEY IN THE CONSERVE AND PROTECT COLORADO'S WATER, LAND, AND FORESTS FUND SHALL SUPPLEMENT, NOT SUPPLANT, EXISTING FUNDING FOR THE FUNDS IN SUBSECTIONS (3)(d)(I), (3)(d)(II), (3)(d)(III), AND (3)(d)(IV) OF THIS SECTION AND BE CREDITED AS FOLLOWS:

(I) FORTY-SEVEN AND FIVE-TENTHS PERCENT TO THE GREAT OUTDOORS COLORADO TRUST FUND CREATED AND ESTABLISHED BY SECTION 2 OF ARTICLE XXVII OF THE STATE CONSTITUTION FOR THE PURPOSES OF SUCH ARTICLE AND TO BE MAINTAINED AND EXPENDED PURSUANT TO SUCH ARTICLE;

(II) FORTY-SEVEN AND FIVE-TENTHS PERCENT TO THE COLORADO WILDFIRE PREVENTION AND WATER FUND CREATED IN SECTION 24-33-119 TO PROTECT COMMUNITIES AND WATER SOURCES FROM WILDFIRE;

(III) TWO AND FIVE-TENTHS PERCENT TO THE OUTDOOR EQUITY FUND CREATED IN SECTION 33-9-206(1)(a); AND

(IV) TWO AND FIVE-TENTHS PERCENT TO THE OUTDOOR RECREATION ECONOMIC DEVELOPMENT CASH FUND CREATED IN SECTION 24-48.5-129(4)(a) FOR THE PURPOSE OF PROVIDING GRANTS IN FURTHERANCE OF THE PURPOSES LISTED IN SECTION 24-48.5-129 (3)(c) AND (3)(d).

(4) THE AMOUNT OF WILDFIRE AND CONSERVATION REVENUE GENERATED AND AVAILABLE FOR DISTRIBUTION PURSUANT TO THIS SECTION SHALL BE DETERMINED AS FOLLOWS:

(a) NO LATER THAN MARCH 15, 2027, FOR THE 2027-28 STATE FISCAL YEAR, LEGISLATIVE COUNCIL STAFF SHALL DETERMINE THE AMOUNT OF WILDFIRE AND CONSERVATION REVENUE BASED ON THE UNITED STATES CENSUS BUREAU 2022 ECONOMIC CENSUS DATA CONTAINED IN TABLE NUMBER EC2200NAPCSINDPRD AND PURSUANT TO THE FOLLOWING METHODOLOGY:

(I) COLLECT THE COLORADO AND NATIONAL TOTAL SALES, VALUE OF SHIPMENTS, OR REVENUES FROM THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE 44-45 FOR RETAIL TRADE;

(II) COLLECT THE TOTAL SALES, VALUE OF SHIPMENTS, OR REVENUES IN NAICS CODE 44-45 FOR RETAIL TRADE FOR EACH NORTH AMERICAN PRODUCT CLASSIFICATION SYSTEM (NAPCS) PRODUCT IN COLORADO AND THE NATION FOR THE NAPCS SPORTING GOODS AND EQUIPMENT PRODUCTS WITH THE FOLLOWING CODES USED IN THE 2022 ECONOMIC CENSUS TABLE:

5001025000, 5001050000, 5001075000, 5001105000, 5001150000, 5001175000, 5001300000, 5001700000, AND 7001800000;

(III) DIVIDE:

(A) THE TOTAL DOLLAR AMOUNT FOR EACH NAPCS PRODUCT CODE IN COLORADO IN SUBSECTION (4)(a)(II) OF THIS SECTION BY THE TOTAL DOLLAR AMOUNT FOR THE ENTIRE NAICS CODE 44-45 FOR RETAIL TRADE IN COLORADO IN SUBSECTION (4)(a)(I) OF THIS SECTION IN ORDER TO DETERMINE THE PERCENT OF TOTAL RETAIL TRADE SALES THAT ARE SPORTING GOODS AND EQUIPMENT SALES FOR COLORADO; AND

(B) THE TOTAL DOLLAR AMOUNT FOR EACH NAPCS PRODUCT CODE IN THE NATION IN SUBSECTION (4)(a)(II) OF THIS SECTION BY THE TOTAL DOLLAR AMOUNT FOR THE ENTIRE NAICS CODE 44-45 FOR RETAIL TRADE IN THE NATION IN SUBSECTION (4)(a)(I) OF THIS SECTION IN ORDER TO DETERMINE THE PERCENT OF TOTAL RETAIL TRADE SALES THAT ARE SPORTING GOODS AND EQUIPMENT SALES FOR THE NATION;

(IV) MULTIPLY:

(A) EACH COLORADO NAPCS PRODUCT CODE PERCENTAGE IN SUBSECTION (4)(a)(III)(A) OF THIS SECTION BY THE COLORADO DEPARTMENT OF REVENUE GROSS ANNUAL SALES FROM THE MOST RECENTLY AVAILABLE TAX YEAR FOR THE NAICS CODE 44-45 FOR RETAIL TRADE TO DETERMINE THE ESTIMATE OF TAXABLE SPORTING GOODS AND EQUIPMENT SALES IN COLORADO; AND

(B) AS A SUBSTITUTE FOR ANY COLORADO NAPCS PRODUCT CODE IN NAICS CODE 44-45 FOR RETAIL TRADE WITH A DATA NONDISCLOSURE FLAG FOR THE TOTAL SALES, VALUE OF SHIPMENTS, OR REVENUES IN TABLE NUMBER EC2200NAPCSINDPRD, THE NATIONAL NAPCS PRODUCT CODE PERCENTAGE IN PERCENTAGE IN SUBSECTION (4)(a)(III)(B) OF THIS SECTION BY THE COLORADO DEPARTMENT OF REVENUE GROSS ANNUAL SALES FROM THE MOST RECENTLY AVAILABLE TAX YEAR FOR THE NAICS CODE 44-45 FOR RETAIL TRADE; AND

(V) MULTIPLY THE TOTAL TAXABLE SALES FROM SPORTING GOODS AND EQUIPMENT DETERMINED IN SUBSECTION (4)(a)(IV) OF THIS SECTION BY THE STATE SALES TAX RATE TO DETERMINE THE AMOUNT OF WILDLIFE AND CONSERVATION REVENUE.

(b) FOR THE 2027-28 STATE FISCAL YEAR, THE AMOUNT OF WILDFIRE AND CONSERVATION REVENUE DETERMINED PURSUANT TO SUBSECTION (4)(a) OF THIS SECTION SHALL BE CONSIDERED EXEMPT REVENUE AVAILABLE FOR DISTRIBUTION PURSUANT TO SUBSECTION (3) OF THIS SECTION.

(c) FOR FISCAL YEARS COMMENCING ON AND AFTER JULY 1, 2028, THE QUARTERLY DECEMBER REVENUE FORECAST PREPARED BY LEGISLATIVE COUNCIL STAFF SHALL DETERMINE THE ADJUSTMENT TO THE AMOUNT OF WILDFIRE AND CONSERVATION REVENUE GENERATED PURSUANT TO SUBSECTION (4)(a) OF THIS SECTION FOR THE UPCOMING FISCAL YEAR. IN DETERMINING THE ADJUSTED ANNUAL AMOUNT, LEGISLATIVE COUNCIL STAFF SHALL CONSIDER, AT A MINIMUM, WHETHER:

(I) DATA USED IN SUBSECTION (4)(a) OF THIS SECTION HAS BEEN UPDATED;

(II) ACTUAL RECEIPTS OF SALES TAX REVENUE FOR THE NAPCS CODES IN SUBSECTION (4)(a) OF THIS SECTION OR SUCCESSOR CODES ARE AVAILABLE; OR

(III) LEGISLATIVE COUNCIL STAFF HAS PREPARED AN ALTERNATIVE RELIABLE ESTIMATE OF STATEWIDE SALES TAX REVENUE RECEIVED FROM THE SPORTING GOODS AND EQUIPMENT REFLECTED IN THE NAPCS CODES IN SUBSECTION (4)(a) OF THIS SECTION OR SUCCESSOR CODES.

(d) FOR FISCAL YEARS COMMENCING ON AND AFTER JULY 1, 2028, THE WILDFIRE AND CONSERVATION REVENUE IS SUBJECT TO REDUCTION IF IT IS DETERMINED THAT EXEMPTION OF THE FULL AMOUNT OF WILDFIRE AND CONSERVATION REVENUE, AS DETERMINED IN SUBSECTION (4)(c) OF THIS SECTION, WOULD CAUSE A REDUCTION IN THE CREDIT AMOUNT AVAILABLE FOR EITHER THE FAMILY AFFORDABILITY TAX CREDIT, PURSUANT TO SECTION 39-22-130(6), OR THE EARNED INCOME TAX CREDIT, PURSUANT TO 39-22-123.5(3.5)(c). SUCH DETERMINATION SHALL BE MADE IN EITHER THE QUARTERLY DECEMBER REVENUE FORECAST PREPARED BY LEGISLATIVE COUNCIL STAFF OR THE QUARTERLY DECEMBER REVENUE FORECAST PREPARED BY THE OFFICE OF STATE PLANNING AND BUDGETING IN THE DECEMBER IMMEDIATELY PRECEDING THE APPLICABLE STATE FISCAL YEAR, AS DETERMINED BY WHICH IMMEDIATELY PRECEDING MARCH FORECAST THE JOINT BUDGET COMMITTEE USED IN THE PREPARATION OF THE STATE BUDGET. IF SUCH A REDUCTION IS NECESSARY, LEGISLATIVE COUNCIL STAFF OR THE OFFICE OF STATE PLANNING AND BUDGETING SHALL CALCULATE THE MAXIMUM AMOUNT OF WILDFIRE AND CONSERVATION REVENUE THAT CAN BE CONSIDERED EXEMPT REVENUE WITHOUT RESULTING IN A REDUCTION OF THE CREDIT AMOUNT AVAILABLE FOR THE FAMILY AFFORDABILITY TAX CREDIT, PURSUANT TO SECTION 39-22-130(6), OR THE EARNED INCOME TAX CREDIT, PURSUANT TO 39-22-123.5(3.5)(c).

(e) LEGISLATIVE COUNCIL STAFF OR THE OFFICE OF STATE PLANNING AND BUDGETING SHALL SUBMIT TO THE STATE TREASURER THE AMOUNT OF WILDFIRE AND CONSERVATION REVENUE THAT SHALL BE TRANSFERRED AND AVAILABLE FOR DISTRIBUTION PURSUANT TO SUBSECTION (3) OF THIS SECTION AS FOLLOWS:

(I) FOR THE 2027-28 STATE FISCAL YEAR, THE AMOUNT OF WILDFIRE AND CONSERVATION REVENUE THAT RESULTS FROM THE DETERMINATION MADE IN SUBSECTION (4)(a) OF THIS SECTION; AND

(II) FOR THE 2028-29 STATE FISCAL YEAR AND FOR ALL SUBSEQUENT STATE FISCAL YEARS, THE AMOUNT OF WILDFIRE AND CONSERVATION REVENUE THAT RESULTS FROM THE DETERMINATIONS MADE IN SUBSECTIONS (4)(c) AND (4)(d) OF THIS SECTION.

SECTION 2. In Colorado Revised Statutes, **add** 24-33-119 as follows:

24-33-119. Colorado wildfire prevention and water fund - disposition of money. (1) THE COLORADO WILDFIRE PREVENTION AND WATER FUND IS HEREBY CREATED IN THE STATE TREASURY. THE FUND CONSISTS OF MONEY CREDITED TO THE FUND PURSUANT TO SECTION 24-77-110 AND ANY OTHER MONEY THAT THE GENERAL ASSEMBLY MAY APPROPRIATE OR TRANSFER TO THE FUND. ALL MONEY IN THE FUND AT THE END OF EACH FISCAL YEAR REMAINS IN THE FUND AND DOES NOT REVERT TO THE GENERAL FUND OR ANY OTHER FUND. THE STATE TREASURER SHALL CREDIT ALL INTEREST AND INCOME DERIVED FROM THE DEPOSIT AND INVESTMENT OF MONEY IN THE FUND TO THE FUND.

(2) AFTER THE STATE TREASURER TRANSFERS AND CREDITS THE WILDFIRE AND CONSERVATION REVENUE PURSUANT TO SECTION 24-77-110 (3)(c) AND (3)(d), ON JULY 1, 2027, FOR THE 2027-28 STATE FISCAL YEAR, THE STATE TREASURER SHALL TRANSFER MONEY IN THE FUND AS FOLLOWS:

(a) TEN MILLION DOLLARS TO THE PRESCRIBED FIRE CLAIMS CASH FUND CREATED IN SECTION 24-33.5-1240(2)(a);

(b) FIFTY PERCENT OF THE MONEY REMAINING AFTER THE TRANSFER PURSUANT TO SUBSECTION (2)(a) OF THIS SECTION TO THE FOREST RESTORATION AND WILDFIRE RISK MITIGATION GRANT PROGRAM CASH FUND CREATED IN SECTION 23-31-310(8.5) AND THE HEALTHY FORESTS AND VIBRANT COMMUNITIES FUND CREATED IN SECTION 23-31-313(10), WITH THE STATE FORESTER TO DETERMINE THE AMOUNT TO BE TRANSFERRED TO EACH FUND; AND

(c) THE OTHER FIFTY PERCENT OF THE MONEY REMAINING AFTER THE TRANSFER PURSUANT TO SUBSECTION (2)(a) OF THIS SECTION TO THE WILDFIRE MITIGATION CAPACITY DEVELOPMENT FUND CREATED IN SECTION 24-33-117(1) AND THE COLORADO WATER CONSERVATION BOARD CONSTRUCTION FUND CREATED IN SECTION 37-60-121 FOR THE PURPOSES SPECIFIED IN SECTION 37-60-121(11)(b)(II), WITH THE EXECUTIVE DIRECTOR OF THE DEPARTMENT OF NATURAL RESOURCES TO DETERMINE THE AMOUNT TO BE TRANSFERRED TO EACH FUND.

(3) AFTER THE STATE TREASURER TRANSFERS AND CREDITS THE WILDFIRE AND CONSERVATION REVENUE PURSUANT TO SECTION 24-77-110 (3)(c) AND (3)(d), ON JULY 1, 2028, FOR THE 2028-29 STATE FISCAL YEAR, AND ON JULY 1 FOR EACH STATE FISCAL YEAR THEREAFTER, THE STATE TREASURER SHALL CREDIT MONEY IN THE FUND AS FOLLOWS:

(a) FIFTY PERCENT OF THE MONEY TO THE FOREST RESTORATION AND WILDFIRE RISK MITIGATION GRANT PROGRAM CASH FUND CREATED IN SECTION 23-31-310(8.5) AND THE HEALTHY FORESTS AND VIBRANT COMMUNITIES FUND CREATED IN SECTION 23-31-313(10), WITH THE STATE FORESTER TO DETERMINE THE AMOUNT TO BE CREDITED TO EACH FUND; AND

(b) FIFTY PERCENT OF THE MONEY TO THE WILDFIRE MITIGATION CAPACITY DEVELOPMENT FUND CREATED IN SECTION 24-33-117(1) AND THE COLORADO WATER CONSERVATION BOARD CONSTRUCTION FUND CREATED IN SECTION 37-60-121 FOR THE PURPOSES SPECIFIED IN SECTION 37-60-121(11)(b)(II), WITH THE EXECUTIVE DIRECTOR OF THE DEPARTMENT OF NATURAL RESOURCES TO DETERMINE THE AMOUNT TO BE CREDITED TO EACH FUND.

CITY OF AURORA
Council Agenda Commentary

Item Title: Rules of Order and Procedure: Amendments to Various Sections (Resolution)	
Item Initiator: Alison Coombs, Mayor Pro Tem	
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Peter Schulte, City Attorney	
Outside Speaker: N/A	
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.	

COUNCIL MEETING DATES:

Study Session: 8/10/2026

Regular Meeting: 8/24/2026

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Sponsor: Alison Coombs, Mayor Pro Tem
Kadee Rodriguez, City Clerk / Peter Schulte, City Attorney
Estimated time: 20 mins

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Policy Committee

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Study Session

☐ Information Only

☐ Approve Item as Proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

N/A

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The Resolution adopts various changes to the Council Rules of Order and Procedure.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

WORKLOAD IMPACT
Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

QUESTIONS FOR COUNCIL

Does Council wish to support the Resolution?

LEGAL COMMENTS

The council shall prescribe rules of procedure to govern meetings. (Article 3-8 City Charter). The council shall determine its own rules and procedures and order of business and shall keep a journal of its proceedings. It may compel attendance of members and may punish members for misconduct. (Section 2-32 City Code). (Wood)

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO AMEND VARIOUS SECTIONS OF THE RULES OF ORDER AND PROCEDURE FOR THE AURORA, COLORADO, CITY COUNCIL.

WHEREAS, the Aurora City Council (Council) believes the election of an individual to the Council imposes a heavy responsibility to observe those tenets and requirements which flow from the solemn oath administered at the time of installation to office; and

WHEREAS, the Council wants the Rules for the Council to facilitate the fulfillment of the duties and responsibilities contained in the oath of office; and

WHEREAS, the Council desires to make certain changes to the Rules; and

WHEREAS, as authorized under Article III, Section 8 of the City Charter, the Council promulgates the Rules to govern meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, THAT:

Section 1. The Aurora City Council hereby amends Article I, Section 2 of the Council Rules of Order and Procedure to read as follows:

Sec. 2. City Council Meetings.

Regular Council Meetings
The City Council will meet in regular session in the Council Chambers of the Aurora Municipal Center on designated Mondays at 6:00 p.m., and on such other days and at such other times as approved in the Council Calendar.

Study Sessions
The City Council will meet in study session at a time to be determined by the City Manager for each meeting on the ~~same~~ designated Mondays as **approved on the council calendar**, ~~the City Council meets in regular session~~, and on such other days and at such other times as may be chosen by City Council at the last meeting of the calendar year, unless otherwise determined at a prior meeting. No formal legislative action other than the vote to go into an executive session shall be taken at any Study Session and no quorum shall be necessary. Formal legislative action shall be deemed to be the enactment of an ordinance or the promulgation of a resolution. However, efforts to arrive at a consensus position for the purpose of developing subsequent legislative action shall be permitted. Failure to notify all Council Members shall not adversely affect the calling of a Study Session, provided that the City Council's **Executive and Administrative staff**

~~Management Analyst~~ ~~has~~ **have** used reasonable efforts to notify all Council Members at least twenty-four (24) hours in advance of a Study Session.

Executive Sessions
An executive session may be called in accordance with state law. Permissible topics for an executive session are:

a) The purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest; except that no executive session shall be held for the purpose of concealing the fact that a member of the local public body has a personal interest in such purchase, acquisition, lease, transfer, or sale;
b) Conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions. Mere presence or participation of an attorney at an executive session of the local body is not sufficient to satisfy the requirements of this subsection;
c) Matters required to be kept confidential by federal or state law or rules and regulations. The local public body shall announce the specific citation of the statutes or rules that are the basis for such confidentiality before holding the executive session;
d) Specialized details of security arrangements or investigations;
e) Determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators;
f) Personnel matters except if the employee who is the subject of the session has requested an open meeting, or if the personnel matter involves more than one employee, all of the employees have requested an open meeting;
g) Consideration of any documents protected by the mandatory nondisclosure provisions of part 2 of article 72 of title 24, C.R.S., commonly known as the "Open Records Act."

Where possible, the agenda of an executive session which contains the topic(s) of the discussion shall be available for public inspection at the municipal records office located on the first floor of the Aurora Municipal Center. Prior to the time the members of the public body convene in executive session, the City Clerk or designee shall announce the topic(s) of the executive session in accordance with Section 24-6-402(4), C.R.S. An affirmative vote of two-thirds of the quorum present shall be required before entering an executive session. State law governs the circumstances under which recording of an executive session is required. The City Clerk shall be responsible for securing the signature of the Mayor and the City Attorney, if applicable, on the mandatory certification of compliance at the conclusion of every executive session.

Backup materials shall be submitted for each executive session item and will be distributed/transmitted to Council Members at least 24 hours prior to the executive session. Council Members shall keep all information, whether written or verbal, from an executive session confidential and shall not discuss or provide such information with/to anyone who was not present in the executive session. A Council Member who was not present during the executive session may listen to the recording of the executive session and shall be subject to the same provisions of confidentiality herein. When appropriate, only the Mayor, City Manager or designee and the Council Appointees may take action based upon activity in an executive session.

Special Meetings

A special council meeting or special study session of the City Council may be called by the Mayor alone or by any six (6) other Council Members. The request shall be made on forms provided by the City Council's **Executive and Administrative staff** ~~Management Analyst~~. The request form for a special meeting shall indicate the Mayor or the names of the Council Members requesting the meeting and the urgency for the meeting requiring deviation from the procedure requiring a 2/3 vote of the City Council. The request form shall be transmitted to the City Manager's Office for filing with the City Clerk. The special meeting shall be held at a time and place designated in the Call; provided, however, that all Council Members shall be notified at least twenty-four (24) hours in advance of the date, time, place and subject matter of said special meeting. Council Members not receiving twenty-four (24) hours' notice may sign a waiver of this requirement at or subsequent to the meeting. The posting method described above for regular City Council meetings shall also be applicable to any special meeting.

Workshops

In general, Council workshops shall be held three times each year, typically in February, May, and September. ~~Unless modified by Council, two of the workshops shall be held within the City limits of Aurora. With respect to the out-of-town workshop,~~ Council shall endeavor to coordinate the timing and location so as to facilitate interaction with individuals and agencies who are knowledgeable with current issue(s) of importance to the City.

~~Prior to the holding of the workshop(s), Council shall at a study session consider and set the format/protocol of the workshop(s).~~ In keeping with the City Council's policy of conducting its meetings in an open forum, the time and place of Council workshops shall be made public with notification given, and the press shall be invited to attend all sessions, except those executive sessions which are exempt under state law.

<u>Section 2</u>. The Aurora City Council hereby amends Article I, Section 4 of the Council Rules of Order and Procedure to read as follows:

Sec. 4. Attendance.

Virtual Attendance.

Council Members **shall endeavor to appear in person at all council meetings, but** may appear remotely, including off camera, at City Council Meetings, Special Council Meetings, Study Sessions, Special Study Sessions, and Executive Sessions. Council Members appearing remotely for Executive Session shall participate using a secure, private phone line or electronic connection in a private area.

Reasonable Accommodation.
Upon request of a Council Member, the City will provide reasonable accommodations for the Council Member to continue performing their official duties while they are disabled, as defined in the Americans with Disabilities Act and Colorado Civil Rights Act, or when a situation arises that would qualify for accommodation under the Federal Family Medical Leave Act, Colorado's Pregnant Workers Fairness Act, or Colorado's Workplace Accommodations for Nursing Mothers Act, unless such accommodation would constitute an undue hardship or direct threat to the City. Such accommodation may include temporary modification of City Council Rules to allow for participation in and voting in City Council Meetings, Study Sessions, and Executive Sessions

Section 3. The Aurora City Council hereby amends Article I, Section 5 of the Council Rules of Order and Procedure to read as follows:

Sec. 5. Dais Seating.

Unless an exception is made for a reasonable accommodation, only the Mayor, Council Members and their family members (if needed), the City Manager, and City Attorney shall be seated on the dais.

At the conclusion of: (1) the first regular meeting in December after the municipal elections in odd-numbered years; and (2) the last regular meeting of the year in even-numbered years, seating locations (Ward and At-Large Council Members) for the subsequent calendar year shall be arranged according to seniority of the Council Members, calculated by the accumulation of the total years and months of Council Member service. The most senior Council Member shall be seated to the left of the City Attorney from the perspective of the dais. The next most senior Council Member shall be seated to the right of the City Manager, and thereafter the seating shall be arranged alternately between left and right until all seats are filled. Alphabetical selection using the last name shall be utilized in lieu of seniority when multiple Council Members are seated at the same time with the same seniority status. ~~City Council Members may voluntarily switch seats on the dais with the agreement of all parties involved.~~

Section 4. The Aurora City Council hereby amends Article II, Section 1 of the Council Rules of Order and Procedure to read as follows:

Sec. 1. Authority to Place Items on Agenda.

Although items may be requested by other parties, Council Members, City Manager, City Attorney, Chief Public Defender, **and** Presiding Judge~~, and Court Administrator~~ are the only ones who have authority to place items on Study Session and Regular/Special Meeting agendas. Each such item shall indicate the party requesting the item.

Council Member Sponsorship.
A Council Member may request a matter brought forward by the City Manager, City Attorney, Chief Public Defender, **or** Presiding Judge~~, or Court Administrator~~ be sponsored by a Council Member. Prior to the matter being discussed, the sponsorship issue shall be resolved by a majority of those Council Members entitled to vote at that meeting.

Waivers of Reconsideration and Dual Listing of Agenda items.
A request may be made to waive the reconsideration period or matters may be listed on the Study Session and Regular Meeting for time sensitive matters. Parties making such a request shall provide the reason should be heard in this manner.

<u>Section 5.</u> The Aurora City Council hereby amends Article II, Section 2 of the Council Rules of Order and Procedure to read as follows:

Sec. 2. Agenda Packet.

Backup materials shall be submitted for items in accordance with a schedule to be developed by the City Clerk. **Agenda packets should be published by the City Clerk at least five (5) days prior to the scheduled meeting in order to give Council, staff, and the public ample opportunity to review the agenda prior to the meeting.** The backup materials must be submitted in sufficient time to allow the City Manager to prepare a summary, history, and fiscal analysis of the item. The City Attorney shall provide a legal statement for each item. When an item is included on an agenda at the request of a Council Member, backup material to be presented by staff as part of the item shall be coordinated with that Council Member. Additionally, any informational presentations presented at Study Session or regular Council Meeting must be included in the backup packet provided to the public before the meeting. An estimated time for presentation shall be given. A request for outside speakers shall also be made.

<u>Section 6.</u> The Aurora City Council hereby amends Article III, Section 1 of the Council Rules of Order and Procedure to read as follows:

Sec. 1. Parliamentarian.

The City Attorney shall serve as official Parliamentarian and advise the Mayor pertaining to parliamentary procedure, but a final ruling shall be made by the Mayor. The Mayor's ruling shall be final unless overturned by a successful appeal. **As part of the Parliamentarian duties, the City Attorney shall read the Rules of Decorum and**

procedures for Public Invited to be Heard at the appropriate time in the meeting as directed by the Mayor.

Section 7. The Aurora City Council hereby amends Article III, Section 3 of the Council Rules of Order and Procedure to read as follows:

Sec. 3. Order of Business.

Council meetings are to conduct business for the city. The business of all regularly-scheduled meetings of the City Council shall be conducted in the following order:

1. Invocation/Moment of Silence
2. Call to Order
3. Roll Call
4. Pledge of Allegiance
5. Executive Session Update
6. Approval of the Minutes
7. Proclamations or Ceremonies
8. Adoption of Agenda
9. Public Invited to be Heard (one hour limit)
   Students who are 18 years of age or younger will be put in priority order over other speakers in attendance
10. Consent Calendar
    a. Motions (Mayor may vote upon)
    b. Resolutions (Mayor may not vote upon Resolutions or Ordinances)
    c. Finalizing of Ordinances that were unanimous on the prior reading**, including second reading of annexation ordinances**
11. Public Hearings (with or without related ordinances)
12. Introduction of Ordinances
13. Finalizing of Ordinances that were not unanimous at first reading
14. Annexations **(Public Hearings and Introduction of Annexation Ordinances)**
15. Reconsiderations and Call-Ups
16. General Business
17. Reports
    a. Mayor
    b. City Council
18. Public Invited to be Heard (one hour limit)
    Only those people who have not previously addressed the City Council during the first public invited to be heard period may speak during this time period
19. Adjournment

Section 8. The Aurora City Council hereby amends Article III, Section 5 of the Council Rules of Order and Procedure to read as follows:

Sec. 5. Public Participation.
Persons wishing to address Council during Public Invited to be Heard or on any item scheduled for consideration on the regular meeting agenda shall sign up to do so with the City Clerk on a first come, first-served basis. Except that any individual who, when signing up, provides acceptable proof of Aurora residency to the City Clerk shall be placed in order before those who have not provided such proof. Proof of Aurora residency may include, but is not limited to, a government issued identification card, utility bill, or lease agreement.

Speakers shall appear at the Council meeting in-person and speak from the podium in the Council Chamber of the Aurora Municipal Center. **Before speaking, Council requests that each speaker state their name, indicate whether they are an Aurora resident, and, if known, identify the ward in which they reside or otherwise describe their affiliation with the City.** ~~Once at the podium, the speaker shall state their true name and whether or not they are an Aurora resident. Only one person will be permitted at the podium at a time. There may be more than one person at the podium only if a parent accompanies a minor child, an interpreter accompanies a person needing assistance with the English language.~~ Whenever feasible, individuals or groups wishing to address the same topic are encouraged to coordinate and designate a single spokesperson to present their views on behalf of the group, in order to ensure efficient use of time, thereby giving other speakers the opportunity to be heard on various topics of interest. Speakers shall be limited to a maximum of three minutes of speaking time.

Council shall be given opportunity to address staff to exchange contact information when the speaker is at the podium. Council may clarify statements related to any speaker's comments at the conclusion of Public Invited to be Heard but shall not enter into debate with the speakers.

Public Invited to be Heard. Public Invited to be Heard is limited to City related topics which are not on the agenda for the regular Council meeting. **Each speaker will be provided up to three (3) minutes to speak.**

Public Invited to be Heard will begin with priority order given to speakers who are 18 years of age or younger and are students in school, followed by other speakers who have signed up to speak as outlined in this section. Those speakers who provide proof that they are residents of Aurora will be heard first in the order that they sign up to speak, after those 18 and under students. Those signing up after 5:45 pm will be heard in the order they sign up regardless of proof of residency.

Those wishing to address Council may sign up online before 1:00pm on the day of the Council meeting or may sign up in-person with the City Clerk no earlier than 5:00 p.m. on the date they wish to be heard. ~~Those signing up after 5:45pm will be heard in the order they sign up regardless of proof of residency.~~ ~~For the first Public Invited to be~~

~~Heard portion of the agenda, s~~Sign-ups will be accepted until the time the last speaker finishes speaking. For the last Public Invited to be Heard portion of the agenda, sign-ups will be accepted until the item immediately preceding Public Invited to be Heard is finished. During the last Public Invited to be Heard portion of the agenda, ~~order priority will be given to~~ **only** speakers who did not speak during the first Public Invited to be Heard portion of the agenda **shall speak**. Speakers shall provide their first and last name, address, phone number, and email address on ~~the~~ **a** form **prescribed by the City Clerk** when they sign up.

Council Members will not interact with speakers but may follow up later at their discretion. The City Clerk or his/her designee will facilitate Public Invited to be Heard. **If a speaker continues past the 3-minute speaking limit, the Mayor will first ask the speaker to wrap up their comments. If the speaker continues to speak for more than 10 seconds after the Mayor's initial request, the Mayor shall ask the City Clerk to call the next speaker to the podium. If the speaker then continues to speak after the Mayor's request, the speaker will be deemed to have violated the rules regarding Public Invited to be Heard. The speaker will then be stricken to speak at the next scheduled council meeting Public Invited to be Heard. A form prescribed by the City Manager explaining to the speaker the sanction will be served upon the speaker.**

Public Comment on Agenda Items. In addition to Public Invited to be Heard on non-agenda items, persons may speak during the regular Council meeting on any item scheduled for consideration on the regular meeting agenda. Speakers may only speak on the specific agenda item. **Each speaker will be provided up to three (3) minutes to speak.**

Those wishing to address Council on any scheduled item must sign up online by 1:00 pm on the day of the Council Meeting. The 1:00 pm deadline does not apply to those signing up for items scheduled as public hearings. The online sign up shall also indicate whether the speaker is for or against the agenda item. That information will then be relayed from the City Clerk to the Council Members by 5:00pm.

If a speaker continues past the 3-minute speaking limit, the Mayor will first ask the speaker to wrap up their comments. If the speaker continues to speak for more than 10 seconds after the Mayor's initial request, the Mayor shall ask the City Clerk to call the next speaker to the podium. If the speaker then continues to speak after the Mayor's request, the speaker will be deemed to have violated the rules regarding Public Comment on Agenda Items. The speaker will then be stricken to speak at the next scheduled council meeting. A form prescribed by the City Manager explaining to the speaker the sanction will be served upon the speaker.

Disruption Protocol. If Public Invited to be Heard, or any other part of the regular City Council meeting becomes disrupted to the extent that it jeopardizes the ability to conduct City business and Council decides to move the Council meeting to a virtual format, the City Manager is directed to order the Aurora Municipal Center closed to the public. Upon a closure of the building during a public comment session, any remaining public comment time will be deemed to have expired. Upon a closure of the building during a regular Council meeting, the City Council meeting will transition to a virtual format, and Council Members will not return to the dais. If a closure of the building occurs prior to agenda items, members of the public who properly signed up to speak on a specific agenda item will be directed to an alternate location to participate virtually.

Materials Submitted to City Council. The City Council acknowledges that parties appearing before the Aurora City Council frequently wish to provide materials to the City Council in support of a position or argument. However, the City Council is oftentimes unable to assimilate the materials in the context of the decision-making process occurring at the City Council meeting. The City Council will accept and receive into the record the following materials up to and including the City Council meeting itself: A reasonable number of pictures, graphs, petitions (with signatures only), and written materials not to exceed one page per speaker. On the other hand, multiple-page materials delivered later than twenty-four (24) hours before the commencement of the City Council meeting will not be considered without a vote to accept. In order to accept and receive into the record materials not delivered by the deadline, the City Council must, by majority vote of the quorum, authorize the acceptance of materials.

Section 9. The Aurora City Council hereby amends Article IX, Section 1 of the Council Rules of Order and Procedure to read as follows:

Sec. 1. Budget.

Each year, as part of the budget development process, the City Manager shall allocate $7,000 to each Council Member and $11,000 to the Mayor annually, or such other amount as may be determined by the City Council as the budget allows, for attendance at meetings/conferences. Such meetings/conferences must be relevant to issues facing local government. In addition, Council Members that serve on the National League of Cities Policy Steering Committee shall receive an additional allowance to cover expenses for attendance at one Policy Steering Committee meeting per year. It is not permissible to utilize travel and training money for attendance at fundraising events sponsored by other organizations.

Any costs for attendance at meetings/conferences that exceed the approved dollar limits shall be the responsibility of each Council Member and the Mayor with reimbursement of city-paid costs to be made by January 31 following the year of City payment unless otherwise approved by the City Council.

Individual reporting of year-to-date travel expenditures shall be provided on no l~~o~~ess than a quarterly basis to each Council Member and the Mayor by the Mayor/Council staff. Use of Unspent Funds. In the event that Council Members or the Mayor do not use their annual allocation, the total unused amount can either be carried over to the next year, only for use by the Council Member or the Mayor who individually carried forward the unused allocation~~,~~ or returned to the General Fund, subject to appropriation in the ensuing fiscal year. It is ~~im~~permissible for a Council Member to transfer~~, loan or otherwise provide~~ funds ~~as~~ between one Council Member's account and another Council Member's account **for any qualified purpose listed in Section 2 below, as long as both Council Members agree in writing on a form prescribed by the Council Administrative staff.** At the time a Council Member is no longer holding their office, any remaining funds shall escheat to the City General Fund. Council Administrative staff shall maintain records of the unspent funds discussed in this section.

Section 10. The Aurora City Council hereby amends Article X, Section 2 of the Council Rules of Order and Procedure to read as follows:

Sec. 2. Ballot Issues.

A ballot issue resolution either supports or opposes a ballot issue having a direct impact on the City of Aurora or an associated organization. A ballot issue resolution shall first be presented at a study session for a determination whether the resolution has the majority support of Council, which shall be a requirement to the passage of any such resolution. **Once a ballot initiative has passed, no City funds may be expended to support or oppose the ballot initiative. Council Members and the Mayor are allowed to use non-City funds to support or oppose any ballot initiative and to speak about ballot initiatives as they deem appropriate.**

Section 11. The Aurora City Council hereby amends Article XI, Section 3 of the Council Rules of Order and Procedure to read as follows:

Sec. 3. Decorum.

Council members shall limit their discussion or debate to the issue or issues before the Council. Attacks of a personal nature by a Council Member are not permitted. **It is expected that Council Members and the Mayor will conduct themselves professionally in their official capacities as elected representatives of the citizens of the city.**

Section 12. The Aurora City Council hereby amends Article XI, Section 6 of the Council Rules of Order and Procedure to read as follows:

Sec. 6. Censure**/Violation of City Charter, City Code, or Rules of the City Council by a Council Member.**

Censure is a disciplinary procedure that may be imposed upon a member of the City Council for violating the City Charter, City Code, or Rules of the City Council, in accordance with the following process:

1. **If any member of City Council believes that a censure resolution is warranted against another member, the member will contact the City Attorney and provide the information and details of the allegations. The City Attorney shall conduct a review of the information and details of the allegation(s).**
2. **If after review by the City Attorney and consultation with the member requesting the censure, the member requesting the censure of another member directs the allegations to move forward, the City Attorney, during an executive session of the City Council, shall provide legal advice to the City Council on whether the allegations made against a member meet the legal requirements of a censure under this section. If after receiving legal advice from the City Attorney the consensus of City Council is for the censure action to move forward, the City Attorney will draft a censure resolution to be placed on the next regularly scheduled Council Meeting Agenda. The member who brought forth the allegation(s) to the City Attorney shall present the censure resolution at the council meeting.**
3. ~~Any Member of City Council may place and present a censure resolution on a Council Meeting Agenda pursuant to that Council Member's authority found in these Rules.~~
4. ~~The City Attorney will assist in the drafting the censure resolution in consultation with the Council Member presenting the resolution.~~
3. A censure resolution shall address the conduct of one Member only. If the conduct of more than one Member is in question, a separate censure resolution shall be presented to address the allegation(s) for each subject Member **as outlined in this Section**.
4. ~~The Council Member placing the Resolution shall provide notice to the entire Council, by email or other means, at least ten (10) days prior to the Council meeting when the resolution is to be presented. Such notice shall include the specific City Charter, City Code, or Rule provision alleged to have been violated, and details giving rise to the alleged violation.~~
5. ~~The City Attorney shall answer questions of law and process for the presenting Council Member, the subject Council Member and the Council body, but shall not advocate in support or in opposition to the Censure.~~
4. The process used by the Council to consider and debate the censure resolution shall follow the same process and debate and amendment procedure as any other resolution presented by a Council Member, except that an affirmative vote of two-thirds (2/3) of those Council Members eligible to vote on the censure resolution shall be required to pass the resolution. When there are no Council vacancies, the two-thirds (2/3) vote requirement is satisfied with six (6) affirmative votes of the nine (9)

eligible Members. This is due to City Charter Art. 3-1 limiting the Mayor's ability to vote only to make or break a tie as well as Art. 5-2 prohibiting the Council Member subject of the resolution from voting, as the resolution is involving the consideration of that Member's own conduct.

5. **If the Resolution censuring a Council Member passes in accordance with this section, Council will immediately move into a sanction/consequence phase to determine the sanction and/or consequence(s) for the actions of the Council Member. For a Sanction/Consequence to be levied, Council must agree by an affirmative vote of three-fourths (3/4) of those Council Members eligible to vote to levy the sanction/consequence. When there are no Council vacancies, the three-fourths (3/4) vote requirement is satisfied with seven (7) affirmative votes of the nine remaining eligible Members, if present. This is due to City Charter Art. 3-1 limiting the Mayor's ability to vote only to make or break a tie as well as Art. 5-2 prohibiting the Council Member subject of the censure action from voting, as the resolution is involving the consideration of that Member's own conduct. There will only be three (3) motions allowed to be made during this phase of the censure proceedings. If a sanction/consequence cannot be agreed upon by the three-fourths (3/4) votes required, the sanction/consequence for the conduct will automatically default to a "Public Admonishment." Council has determined and agreed by the passage of these Rules that the following list of possible sanctions/consequences are appropriate and can be levied against a Council Member if a Censure Resolution is passed under this section:**
   a. **Public Admonishment**
      i. **A "Public Admonishment" is a posting of the passed Censure Resolution in normal locations of passed Council legislation.**
   b. **Public Reprimand**
      i. **A "Public Reprimand" is a posting of the passed Censure Resolution in normal locations of passed Council legislation, along with a requirement for the Council Member to attend training or other education.**
   c. **Exclusion from attendance at Executive Sessions of the City Council for a set period**
   d. **Forfeiture of the Council Member's Travel and Training budget either for a set period or indefinitely.**
   e. **Removal as Chair of a Council Policy Committee**
   f. **Removal from membership from Council Policy Committee(s)**

<u>Section 13.</u> All resolutions or part of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of ___________________ 2026.

____
MIKE COFFMAN, Mayor

ATTEST:

____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

PK

By: Andrea Wood
ANDREA WOOD, ASSISTANT CITY ATTORNEY

CITY OF AURORA

Late Submission Approval for Agenda Item

Item Title: 2026- A PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING THE 2018 COMPREHENSIVE PLAN TO ASSIGN A PLACETYPE DESIGNATION TO COMMERCIAL HUB FOR A 18.03 ACRE PARCEL LOCATED EAST OF SOUTH LEWISTON WAY, NORTH OF EAST ARAPAHOE ROAD, AND WEST OF S OLATHE STREET (REGIS JESUIT HIGH COMPREHENSIVE PLAN AMENDMENT)
Item Initiator: Daniel Krzyzanowski, Interim Planning Manager, Planning and Business Development
Staff Source/Legal Source: Daniel Krzyzanowski, Interim Planning Manager, Planning and Business Development / Lena McClelland, Senior Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

CRITERIA - PLEASE CONSIDER ITEM FOR LATE SUBMISSION FOR THE FOLLOWING REASON:

☒ There is a time-sensitive legal requirement that must be met and cannot be met by a future meeting date

☐ The delay will result in an adverse financial impact to the city

☐ The item is related to a disaster and must be addressed before the next available meeting

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COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: N/A

Regular Meeting: 8/24/2026

EXPLANATION: *(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)*

Recommended approval by Planning & Zoning Commission on 8/12/2026. Moving this forward at the August 24 meeting will allow annexation application to be submitted in a timely manner and to meet planned process and deadlines.

I understand the agenda item will not be added to the agenda without submitting this completed form as an attachment in e-Scribe. The agenda item will not be added to the agenda if the workflow is not completed by the WORKFLOW COMPLETED date indicated on the agenda deadline calendar.

Daniel Krzyzanowski	Laura Perry
Agenda Item Initiator Name	Late Submission Approver Name (Council Appointee or DCM)
Daniel Krzyzanowski 8/13/26	08/13/2026
Agenda Item Initiator Signature Date	Late Submission Approver Signature Date

CITY OF AURORA
Council Agenda Commentary

Item Title: Amendment to the Comprehensive Plan Placetype Map - Regis Jesuit High	
Item Initiator: Daniel Krzyzanowski, Interim Planning Manager, Planning and Business Development	
Staff Source/Legal Source: Daniel Krzyzanowski, Interim Planning Manager, Planning and Business Development / Lena McClelland, Senior Assistant City Attorney	
Outside Speaker: N/A	
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.	

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 8/24/2026

2nd Regular Meeting (if applicable): 9/14/2026

Item requires a Public Hearing: ☒ Yes ☐ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

2026-44 A PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING THE 2018 COMPREHENSIVE PLAN TO ASSIGN A PLACETYPE DESIGNATION TO COMMERCIAL HUB FOR A 18.03 ACRE PARCEL LOCATED EAST OF SOUTH LEWISTON WAY, NORTH OF EAST ARAPAHOE ROAD, AND WEST OF S OLATHE STREET (REGIS JESUIT HIGH COMPREHENSIVE PLAN AMENDMENT)
Daniel Kryzanowski, Interim Planning Manager, Planning and Business Development / Lena McClelland, Senior Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Study Session

☐ Information Only

☒ Approve Item as Proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning & Economic Development

Policy Committee Date: 7/22/2026

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval

☐ Does Not Recommend Approval

☒ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

N/A

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The Aurora Places Comprehensive Plan provides a placetype designation for all property within the current city limits, as well as within the Planning and Annexation Boundary, with the exclusion of property that falls within another city's limits. The purpose of this designation is to provide general land use and zoning direction for property that may be considered for annexation into Aurora.

The subject 18-acre parcel was within the City of Centennial but was very recently granted a disconnection (to de-annex) from Centennial. The property owner for the subject parcel is Regis Jesuit High School, whose campus is located within the City of Aurora, with the exception of the subject parcel. The property owner intends to apply for annexation into the City of Aurora.

Staff recommends the proposed amendment to assign the Commercial Hub placetype designation to the now unincorporated property and allow that to guide future land use and zoning recommendations, should the property be considered for annexation into Aurora. The remainder of the Regis Jesuit HS campus to the northwest and the adjacent shopping center are both designated as Commercial Hub placetype.

Approval of this comprehensive plan amendment does not assume or obligate approval of an annexation application by Aurora City Council. If an annexation is approved, a specific zoning district will be assigned at the time of annexation. Future development on the site must meet all applicable city processes and codes.

Comprehensive Plan Amendment Process and Criteria for Approval:

Per Unified Development Ordinance Section 5.4.1(A)(2)(c):
Procedure. The City Council shall conduct a public hearing on the application and shall make a decision on the application pursuant to all applicable provisions of Section 146-5.3. City Council may approve amendments to the Comprehensive Plan by an ordinance approved by a vote of not less than two-thirds of the entire membership of City Council.

Per Unified Development Ordinance Section 5.4.1(A)(3):
Criteria for Approval. A Comprehensive Plan, or an amendment to the Comprehensive Plan, shall be recommended for approval, and shall be approved, only if it promotes the long-term economic, social, and environmental health of the City and protects the public health, safety, and welfare of the citizens of Aurora.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does Council wish to approve the Ordinance to amend the comprehensive plan to assign a placetype designation of Commercial Hub to the subject property?

LEGAL COMMENTS

The City Council is the governing body of the City and has the authority to approve the Comprehensive Plan and amendments to the Comprehensive Plan. (UDO §146-5.1.1.E)
The City Council shall conduct a public hearing on the application. The City Council may approve amendments to the Comprehensive Plan by an ordinance approved by a vote of not less than two-thirds of the entire membership of City Council. (UDO §146-5.4.1.A.2.c)
A Comprehensive Plan amendment shall be approved only if it promotes the long term economic, social, and environmental health of the City and protects the public health, safety, and welfare of the citizens of Aurora. (UDO §146-5.4.1.A.3) (McClelland)

EXHIBIT B

Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

ACCESSIBILITY STATEMENT
Please know that, while the city is working to make all information accessible, PDF map products are primarily visual in nature. If you have trouble accessing this document, please visit www.AuroraGov.org/Accessibility or call the Office of Accessibility (303-326-8858) and let us know how best to assist you.

City of Aurora, Colorado

Proposed Commercial Hub Placetype

7/10/2026 I:\GIS\ArcGIS_Pro_Projects\Planning\Jake C\2026\2919_DK.aprx

Exhibit A

ORDINANCE NO. 2026- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING THE 2018 COMPREHENSIVE PLAN TO ASSIGN A PLACETYPE DESIGNATION TO COMMERCIAL HUB FOR A 18.03 ACRE PARCEL LOCATED EAST OF SOUTH LEWISTON WAY, NORTH OF EAST ARAPAHOE ROAD, AND WEST OF S OLATHE STREET (REGIS JESUIT HIGH COMPREHENSIVE PLAN AMENDMENT)

WHEREAS, Section 146-5.4.1.A of the Unified Development Ordinance provides for the adoption of a Comprehensive Plan for the orderly development and redevelopment of the City of Aurora, Colorado (the "City"), and that this plan shall serve to guide the City Council and the Planning and Zoning Commission in their decisions and recommendations in all land use decisions within the City; and

WHEREAS, on October 8th, 2018, the City Council passed Ordinance 2018-37 adopting the 2018 Aurora Comprehensive Plan (the "Comprehensive Plan"); and

WHEREAS, the Comprehensive Plan establishes a land use map providing varying placetypes for City design; and

WHEREAS, on August 12, 2026, following a public hearing, the Planning and Zoning Commission voted to recommend approval of an amendment to the Comprehensive Plan to assign a placetype designation of Commercial Hub for an 18.03 acre parcel of land adjacent to Regis Jesuit High (the "Property"); and

WHEREAS, Section 146-5.4.1.A of the Unified Development Ordinance provides that City Council amends the Comprehensive Plan by an ordinance approved by a vote of not less than two-thirds of the entire membership of the City Council, provided the amendment promotes the long term economic, social, and environmental health of the City, and that it protects the public health, safety and welfare of the citizens of Aurora.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The Aurora Comprehensive Plan is hereby amended to designate the Property as Placetype Commercial Hub.

Section 2. The amendment to the Comprehensive Plan shall be in the form as filed with the Office of the City Clerk and presented to the City Council at tonight's meeting.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of ____________, 2026.

PASSED AND ORDERED PUBLISHED this ______ day of ____________, 2026.

____

MIKE COFFMAN, Mayor

ATTEST:

____

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Lena McClelland RLA

LENA MCCLELLAND, Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Socioeconomic Sales and Services Impact Permit (Ordinance)	
Item Initiator: Trevor Vaughn, Manager of Licensing, Finance	
Staff Source/Legal Source: Trevor Vaughn, Manager of Licensing, Finance / Hanosky Hernandez, Senior Assistant City Attorney	
Outside Speaker: N/A	
Strategic Outcome: Safe: Promoting safety in our built environment through effective administration of city codes and ordinances and responding to emergencies appropriately to preserve and enhance the community's sense of security and well-being.	

COUNCIL MEETING DATES:

Study Session: 8/10/2026

Regular Meeting: 8/24/2026

2nd Regular Meeting (if applicable): 9/14/2026

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Sponsor: Alison Coombs, Mayor Pro Tem
Trevor Vaughn, Manager of Licensing, Finance / Hanosky Hernandez, Senior Assistant City Attorney
Estimated time: 15 mins

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☒ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Public Safety, Courts & Civil Service

Policy Committee Date: 3/12/2026

Action Taken/Follow-up: ***(Check all that apply)***

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☒ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

June 2nd, 2026, this ordinance was part of a town hall conversation hosted by the Business Advisory Board with the recording posted online for additional comments. The item was also reviewed by the Public Safety Committee on March 12th, 2026 and forwarded with a favorable recommendation. The item was previously presented at the September 11, 2025, Public Safety Policy Committee meeting and reviewed at City Council study sessions on Ocober 20th and November 3rd. However, after being forwarded for formal consideration, this item was removed from the agenda after the election and significant council turnover. The new sponsor asked for the item to restart the review process.

During the June 2nd town hall meeting, business owners and community members raised several questions and concerns regarding the proposed SEI permit. The discussion focused on how the ordinance would be implemented, how existing businesses would be treated, and how the city intends to fund and enforce the program.

A major theme was the treatment of existing businesses. While distance buffers apply only to new businesses, CPTED related design and maintenance expectations will apply to existing businesses that hold the permit. The city explained that existing businesses will automatically receive the permit and will be contacted well in advance of renewal if improvements are needed. The goal is collaborative compliance rather than punitive enforcement. Overall, community input centered on fairness, clarity, and transparency. Attendees emphasized the importance of ensuring the ordinance supports public safety without placing undue burden on responsible businesses.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

This item is a proposed ordinance establishing a Socioeconomic Impact Permit, designed to prevent the overconcentration of certain retail sales and services that disproportionately target diverse, lower-income communities. Concentrations of such businesses can contribute to a less attractive retail and community environment and have corresponding impacts that increase both the incidence and fear of crime, and exacerbate negative health and economic outcomes within these communities.

The American Planning Association's *Equity in Zoning Guide*, Permitted Use Policy #11, recommends that communities "revise permitted use regulations to reverse the overconcentration of convenience stores, cannabis outlets, safe injection sites, and other facilities that provide easy access to health-compromising substances like alcohol and tobacco in historically disadvantaged and vulnerable communities."

The proposed permit will grandfather in existing businesses, which will automatically be issued a permit corresponding with the term of their General Business License at no initial cost. The proposal takes the form of a permit, rather than a zoning regulation, in order to address not only spacing requirements but also operational standards consistent with Crime Prevention Through Environmental Design (CPTED). This approach allows for a dynamic process to prevent such operations from concentrating in dilapidated shopping centers or in areas identified as having elevated crime risk through Risk Terrain Modeling (RTM).

In coordination with the derelict property ordinance recently adopted by the City, this ordinance will encourage commercial property owners to reinvest in their properties in order to attract a healthier and more balanced retail mix.

The ordinance classifies the following operations as Socioeconomic Impact Retail Sales and Services with the number of estimated operations in the city. The exact numbers are still under refinement as establishments are visited and classified and these numbers are as of May 2026:

- Secondhand buyers (excluding specialty retailers) - 5
- Pawnshops - 14
- Head shops - 2
- Vape and smoke shops - 60

- Rent-to-own stores - 4
- Bail bond services - 1
- Check-cashing and payday loan businesses - 9
- Extended-occupancy motels - 15
- Retail liquor stores - 86
- Marijuana retail stores - 24
- Convenience stores that sell alcohol or tobacco - 140
- Bars, hookah lounges, and event centers operating after midnight in areas of elevated risk – N/A

Additionally, there are four bus junctions and nine light rail stations identified as major transit locations for purposes of spacing the operations.

Permit Provisions
Permits will be issued automatically to existing businesses but may be revoked if the operation:

- Consistently exhibits a pattern of neglect,
- Ceases operation for six months or more, or
- Commits public nuisance violations in an area of elevated risk.

In evaluating violations, the extent to which an operation has incorporated CPTED practices will be considered an aggravating or mitigating factor. The General Business License will serve as the application for the permit, but supplemental information will be required if the proposed operation is located in an area of elevated risk.

Spacing and Location Requirements
The ordinance establishes the following restrictions:

- No new businesses of the same type within 2,000 feet (e.g., a new liquor store must be at least 2,000 feet from an existing liquor store).
- No Socioeconomic Impact operation may locate within 300 feet of another Socioeconomic Impact operation.
- No operation may locate within 1,000 feet of an extended-occupancy motel.
- No operation may locate within 500 feet of a light-rail station or major bus junction.
- No operation may locate in a retail center exhibiting blight or with more than 50% vacancy.

Bars, hookah lounges, and event centers operating after midnight in an area of elevated risk area are not included either in the spacing to or from their locations, but would be included in the permit requirements and evaluated more on their nature of operations. As communal gathering points, these uses can add activation to locations when operated well or they can be detrimental when not run well.

Only convenience stores that sell alcohol, tobacco or other age restricted substances will be considered Socioeconomic Impact operations subject to distance limitations (including the 2,000-foot separation requirement). Convenience stores that do not sell age restricted substances will not be considered Socioeconomic Impact operations. Convienence stores do include stores over 10,000 square feet or healthy small grocery stores that sell a variety of food products including fresh produce.

Current distance restrictions include two miles between pawnshops, 1,500 feet in state law between liquor stores, and 500 feet for beer and wine from liquor stores. The city's Tobacco and Age Restricted Psychoactive Product Retail license ordinance includes distance restrictions of 500 feet between tobacco retailers with 2000 feet between smoke and vape shops.

The permit proposal includes a fee upon renewal to cover costs for a Risk Terrain Modeling software to establish the areas of elevated risk and to assist in policing and other community interventions in those areas. The city has not yet acquired such software and would need to continue evaluating the feasibility of its incorporation. The cost is estimated to be $24,000 annually. The number of anticipated number of permit holders is 350 which would equate to an estimated $138 biennial permit cost to cover the costs of the software.

The Risk Terrain Model is an objective measure that diagnoses environmental conditions that enable criminal activity. Risk Terrain Modeling analysis brings multiple sources of data together by connecting them to geographic places. By utilizing Risk Terrain Modelling, the city and our community partners learn the "where and why" of criminal activity, and what to do to address it. Risk Terrain Modelling and crime prevention measures in place are proven to reduce crime, enhance public safety, and improve community relations.

Risk Terrain Modeling places focus on environmental attractors of crime as opposed to person focused traditional models of predictive policing, which can reinforce contaminated inputs from aggressive enforcement. The strategy prioritizes non-invasive place-based prevention. As a result, it is a place based focused strategy that does not reinforce biased policing and supports community, land use and infrastructure efforts beyond policing.

Crime Prevention Through Environmental Design (CPTED) is the international standard for criminal activity deterrence for the built environment. CPTED assessments and standards are used throughout the country and in private industry in design and construction of properties. Studies of the use of CPTED have found links between the principles of design and lower instances of criminal offenses occurring. CPTED strategies include natural surveillance, access control, territorial reinforcement, and maintenance & activity support.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☒ Revenue Impact ☒ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☒ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

Estimated annual revenue of $24,000 upon renewal of permit. Initial issuance for existing businesses will be of no cost.

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

Estimated $24,000 for Risk Terrain Modeling software.

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

There will be additional workload for reviewing and processing the permits and spacing analysis. Potential offset with effectiveness of public safety strategy. The permit is designed to be a companion of the general business license matching renewal cycles to be seamless for businesses and administrative staff.

QUESTIONS FOR COUNCIL

Does the city council approve of forwarding the item for formal consideration?

LEGAL COMMENTS

The City Council shall have and shall exercise the powers, privileges and duties granted and conferred by the state constitution, statute, or City Charter. The City Council shall have power to make and publish from time to time ordinances, and to pass Resolutions and Motions, not inconsistent with the laws of the state for carrying into effect or discharging the powers and duties conferred by the state constitution, statute or City Charter and such as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city. City Code Section 2-32. The City Council has found and determined that approving the licensing permit and the business restrictions included in this ordinance fulfill these purposes. City Council shall act only by ordinance, resolution or motion. All legislative enactments must be in the form of an ordinance and tthis action will amend the Aurora City Code and therefore shall be taken in the form of an ordinance and shall require a vote of the majority of the Council to be approved. Section 5-1 Aurora City Charter. (Hernandez)

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING THE AURORA CITY CODE BY AMENDING DIVISION 4 OF ARTICLE VI OF CHAPTER 86 ESTABLISHING A SUPPLEMENTAL LICENSE FOR SOCIOECONOMIC IMPACT RETAIL SALES AND SERVICES

WHEREAS, the City of Aurora, Colorado, (the "City"), is a home rule municipality, organized and existing under and by virtue of Article XX, Section 6 of the Colorado Constitution, and it has the power to regulate matters of local concern; and

WHEREAS, the City recognizes certain types of retail businesses that have been associated through academic research with elevated rates of crime and public disorder in surrounding areas, especially when concentrated; and

WHEREAS, these types of businesses often cluster in low-income neighborhoods, disproportionately impacting communities that already face economic and social challenges; and

WHEREAS, the overconcentration of such establishments can undermine neighborhood vitality, deter investment, and contribute to a cycle of blight, vacancy, and diminished public safety through the increase of related crimes; and

WHEREAS, repeated patterns of co-location among high-risk business types can facilitate illicit activities, including open-air drug markets, fencing of stolen goods, and loitering, thus creating conditions that are harmful to public health, safety, and quality of life; and

WHEREAS, the City has a compelling interest in protecting public safety, promoting a healthy and sustainable business environment, and preventing the displacement or marginalization of residents due to the unchecked proliferation of such business operations, and the spacing requirements, caps on business types, and mitigation standards such as lighting, surveillance, and good-neighbor plans are effective tools to manage and reduce cumulative harm without banning lawful business operations; and

WHEREAS, this ordinance is intended to provide reasonable regulations to prevent the overconcentration of such businesses, improve neighborhood conditions, and promote equitable access to a safe and healthy commercial environment for all residents; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City and its citizens to adopt reasonable regulations to promote community health, wellbeing, reduce crime, and support the economic vitality of the city.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The City Code of the City of Aurora is hereby amended by adding a new Division 4 to Article VI to section 86, that shall read as follows:

DIVISION 4. SOCIOECONOMIC IMPACT PERMIT

Sec. 86-696. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Area of Elevated Risk **means an area identified as being elevated risk by the risk terrain model adopted by the City.**

Bail Bond Office **means a business whose primary purpose is to act as a surety to secure the presence of an accused person at a court proceeding in a criminal manner.**

Check Cashing or Pay-Day Loan Service Provider **means a non-depository financial institution that provides monetary loans or advances in exchange for a postdated check, electronic access to a bank account, title to a vehicle, or other collateral; or offers to cash checks, drafts, money orders, or other monetary instruments for a fee. This use includes but is not limited to payday lenders, check-cashing businesses, car title loan businesses, and deferred deposit loan providers. This use excludes state or federally chartered banks, credit unions, or savings and loan associations.**

Convenience Store with Regulated Substances **means any business that is primarily engaged in the retail sale of convenience goods, or both convenience goods and gasoline, and has less than 10,000 square feet of retail floor space and also sells any of the following; Alcohol, Tobacco, Kratom, or Tobacco or Drug Paraphernalia. Convenience store does not include any business where there is no retail floor space accessible to the public. A convenience store with regulated substances may offer incidental staple food items but does not meet the definition of a Healthy Small Grocery Store.**

Crime Prevention Through Environmental Design (CPTED) **means architectural design, site design, operational, and landscape design principles and standards intended to reduce the fear and incidence of crime, and to improve the quality of life.**

***Extended Occupancy Motel* means: A facility originally constructed as a motel or hotel for transient occupancy, which offers rooms or units for rent without a lease, but where most occupants stay for extended periods of time (typically 30 days or more), often using the premises as a primary or long-term residence. These establishments may advertise daily or weekly rates but effectively function as long-term housing without the protections or infrastructure associated with permanent residential use.**

***Head Shop or Drug Paraphernalia Store* means a retail establishment that substantially sells, offers for sale, or displays for sale any drug paraphernalia as defined by state or local law, including but not limited to pipes, water pipes, bongs, rolling papers, roach clips, grinders, scales, vaporizers, or other items designed or marketed for use with marijuana, tobacco, or controlled substances.**

***Healthy Small Grocery Store* means a store that is at least 2,000 square feet but less than 10,000 square feet where at least 50 percent of retail floor space is devoted to the sale of a broad variety of staple food products as defined by the United States Department of Agriculture (7 C.F.R. § 271.2) and at least 20 percent of the retail floor space is devoted to a variety of perishable staple foods that shall include, but is not limited to dairy products, fresh produce, frozen foods and fresh meats. No more than 20 percent of its retail floor space is devoted to health compromising substances. A healthy small grocery store does not include a convenience store which is characterized by limited food offerings, and a predominance of prepackaged goods, nor does it include locations with a gasoline service station.**

***Health Compromising Substances* shall include alcohol, tobacco, kratom, age restricted hemp, novel psychoactive substances, or tobacco and marijuana paraphernalia.**

***High Risk After Midnight Operations* Tavern, Bar, Hookah Lounge, or Event Center as defined in the unified development ordinance with operations after midnight located in an area of elevated risk.**

***Rent-to-Own Store* means a business that offers rental agreements with optional ownership terms for furniture, electronics, or appliances, where customers make periodic payments with no obligation to purchase. This definition applies only to businesses where rent-to-own is the primary method of transaction and does not include general retail stores or electronics/furniture outlets offering traditional sales or third-party financing.**

***Retail Liquor Store* means a type of retail sales that includes a business licensed by the state for the retail sale of alcoholic beverages in original packages for consumption off the premises, in which those sales are the primary goods being sold and generate the majority of the revenue generated by the business. The**

accessory sales of food or other items shall not result in the business being a general retail sales business if the above conditions are met.

Risk Terrain Model **means the risk assessment technique and diagnostic method for identifying the spatial attractors of criminal behavior and environmental factors that are conducive to crime.**

Socioeconomic Impact Sales and Services Business **means:**

(1) Secondhand buyers, head shops or drug paraphernalia stores, vape and smoke shops, rent-to-own stores, bail bond office, check cashing or payday loan service provider, extended occupancy motel, pawnbroker, retail liquor stores, marijuana retail stores, convenience stores with regulated substances.

(2) High risk after midnight operations when located in an area of elevated risk.

Secondhand Buyer **means a secondhand dealer or scrap metal buyer engaged in the purchase and resale of used or secondhand tangible personal property as a principal component of its operations, where such property includes a broad range of merchandise not limited to a specific product category or engages in purchases primarily for wholesale. This includes, but is not limited to, businesses that routinely acquire items such as electronics, jewelry, tools, small appliances, personal devices, or other portable goods commonly associated with theft. A Secondhand Buyer shall not include Specialty Secondhand Retailers.**

Specialty Secondhand Retailer **means a secondhand dealer primarily engaged in the retail sale of goods within a narrow and defined category such as books, video games, musical instruments, vintage clothing, children's goods, or sporting goods and for which the purchase of secondhand goods is incidental to the primary retail purpose and limited to items within that specialized category.**

Vape Store or Smoke Shop **means a retailer business or any person that: sells, offers for sale, or offers to exchange for any form of consideration, tobacco, nicotine, hemp products, kratom products, tobacco paraphernalia, marijuana paraphernalia, vaping devices, or other drug paraphernalia; and has fifteen percent (15%) or more of the square feet in the establishment used for the sale or display of those products or generates fifty (50%) or more from the sale of those products.**

Sec. 86-697. Permit Required

(a) It shall be unlawful for any person to operate a socioeconomic impact sales or service business without a Socioeconomic Impact Permit.

Sec. 86-698. Term

(a) Socioeconomic Impact Permits shall correspond with the term of the General Business License.

(b) Socioeconomic Impact Sales and Services in operation upon the effective date of this ordinance shall automatically be issued a Socioeconomic Impact Permit.

(c) Permits shall renew concurrently with the General Business License, unless revoked or non-renewed, provided the business remains in operation and complies with all applicable conditions and regulations.

Sec. 86-699. Suspension or revocation.

(a) In addition to the reasons set forth in section 86-47, the director shall suspend or revoke any permit issued under this division if they find that the permittee has committed a violation of any of the provisions of this division.

(b) If the permit holder is located in an area of elevated risk:

1. **Violations of 86-47(10) shall be considered an aggravating factor in any suspension or revocation proceeding if those violations are contributing factors to the elevated risk.**
2. **To the extent the permit holder has or has not implemented Crime Prevention Through Environmental Design strategies shall be considered as mitigating or aggravating factors.**

(c) A permit may also be suspended, revoked or not renewed if:

1. **The property where the business is located exhibits a consistent pattern of neglect or code violations.**
2. **The business discontinues operations for six or more consecutive months.**
3. **The business fails to adhere to the approved operational or mitigation plan submitted with the application.**
4. **Violations of 86-47(9).**

Sec. 86-700. Permit application.

(a) The application for a general business license application shall also function as the application for the permit.
(b) In areas of elevated risk, the application for a permit will need to be supplemented with information demonstrating a realistic business and financial plan with investment and other operational offsets and Crime Prevention Through Environmental Design measures to demonstrate that the issuance of the permit will not further elevate the risk level of the area.

Sec. 86-701. Permit denial.

(a) The director shall deny the permit if the location does not meet the distance restrictions identified in section 86-702.

(b) Subsection (a) shall not apply to businesses in operation, or any businesses already under a review or approval process, prior to the effective date of the ordinance and such businesses shall be permitted to sell their operation to a new operator as long as the business is continuously operated as the same or similar nature of business and does not otherwise violate this section leading to revocation or non-renewal of the permit.

Sec. 86-702. Location of Socioeconomic Impact Retail Sales and Services.

(a) No permit shall be issued if the socioeconomic impact sales and services business is:

1. **Within 2,000 feet of a business of the same type unless more restrictive by the city's uniform development ordinance (UDO) or otherwise restricted by state and local licensing codes.**
2. **Within 1,000 feet of an extended occupancy motel.**
3. **Within 300 feet of another socioeconomic impact sales and services business.**
4. **Within 500 feet of a light rail station or transit junction wherein more than one bus line operates through the junction every 15 minutes or more frequently.**
5. **In a retail center exhibiting blight, or with more than 50% vacancy whether or not the units are leased.**
6. **In an area of elevated risk unless the applicant supplements their application with information demonstrating a business and financial plan with investment and other operational offsets as well as CPTED measures to demonstrate that the issuance of the permit will not increase the risk level of the area.**

(b) **The distance limitations in subsection (a) numbers 1. through 4. shall not apply to or from high risk after midnight operations.**

(c) **Distances shall be measured by the nearest portion of the building or unit to be occupied by the applicant to the nearest portion of the building or unit occupied by the existing operation. Distances from the transit junction shall be from the nearest property line of the station parcel or the nearest portion of any transit structure if there is not a separate parcel.**

Sec. 86-703. Application to other licenses.
Failure to obtain or maintain the permit required by this section may be used as a basis for denial, nonrenewal, or revocation of any license required by chapter 86 or chapter 6 of the Aurora City Code.

Section 86-704. Rulemaking powers. The City Manager, the Director of Finance, or designee, is hereby authorized and shall make all necessary rules and regulations, including the imposition of fees to cover the costs for the administration of this Division.

<u>Section 2.</u> <u>Severability</u>. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

<u>Section 3.</u> Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

<u>Section 4.</u> <u>Repealer.</u> All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this ________________ day of ____________, 2025.

PASSED AND ORDERED PUBLISHED this ____________________________ day of ____________, 2025.

____
MIKE COFFMAN, Mayor

ATTEST:

____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Hanosky Hernandez HK
HANOSKY HERNANDEZ, Sr. Assistant City Attorney

ORDINANCE NO. 2026- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING THE AURORA CITY CODE BY AMENDING DIVISION 4 OF ARTICLE VI OF CHAPTER 86 ESTABLISHING A SUPPLEMENTAL LICENSE FOR SOCIOECONOMIC IMPACT RETAIL SALES AND SERVICES

WHEREAS, the City of Aurora, Colorado, (the "City"), is a home rule municipality, organized and existing under and by virtue of Article XX, Section 6 of the Colorado Constitution, and it has the power to regulate matters of local concern; and

WHEREAS, the City recognizes certain types of retail businesses that have been associated through academic research with elevated rates of crime and public disorder in surrounding areas, especially when concentrated; and

WHEREAS, these types of businesses often cluster in low-income neighborhoods, disproportionately impacting communities that already face economic and social challenges; and

WHEREAS, the overconcentration of such establishments can undermine neighborhood vitality, deter investment, and contribute to a cycle of blight, vacancy, and diminished public safety through the increase of related crimes; and

WHEREAS, repeated patterns of co-location among high-risk business types can facilitate illicit activities, including open-air drug markets, fencing of stolen goods, and loitering, thus creating conditions that are harmful to public health, safety, and quality of life; and

WHEREAS, the City has a compelling interest in protecting public safety, promoting a healthy and sustainable business environment, and preventing the displacement or marginalization of residents due to the unchecked proliferation of such business operations, and the spacing requirements, caps on business types, and mitigation standards such as lighting, surveillance, and good-neighbor plans are effective tools to manage and reduce cumulative harm without banning lawful business operations; and

WHEREAS, this ordinance is intended to provide reasonable regulations to prevent the overconcentration of such businesses, improve neighborhood conditions, and promote equitable access to a safe and healthy commercial environment for all residents; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City and its citizens to adopt reasonable regulations to promote community health, wellbeing, reduce crime, and support the economic vitality of the city.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The City Code of the City of Aurora is hereby amended by adding a new Division 4 to Article VI to section 86, that shall read as follows:

DIVISION 4. SOCIOECONOMIC IMPACT PERMIT

Sec. 86-696. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Area of Elevated Risk **means an area identified as being elevated risk by the risk terrain model adopted by the City.**

Bail Bond Office **means a business whose primary purpose is to act as a surety to secure the presence of an accused person at a court proceeding in a criminal manner.**

Check Cashing or Pay-Day Loan Service Provider **means a non-depository financial institution that provides monetary loans or advances in exchange for a postdated check, electronic access to a bank account, title to a vehicle, or other collateral; or offers to cash checks, drafts, money orders, or other monetary instruments for a fee. This use includes but is not limited to payday lenders, check-cashing businesses, car title loan businesses, and deferred deposit loan providers. This use excludes state or federally chartered banks, credit unions, or savings and loan associations.**

Convenience Store with Regulated Substances **means any business that is primarily engaged in the retail sale of convenience goods, or both convenience goods and gasoline, and has less than 10,000 square feet of retail floor space and also sells any of the following; Alcohol, Tobacco, Kratom, or Tobacco or Drug Paraphernalia. Convenience store does not include any business where there is no retail floor space accessible to the public. A convenience store with regulated substances may offer incidental staple food items but does not meet the definition of a Healthy Small Grocery Store.**

Crime Prevention Through Environmental Design (CPTED) **means architectural design, site design, operational, and landscape design principles and standards intended to reduce the fear and incidence of crime, and to improve the quality of life.**

***Extended Occupancy Motel* means: A facility originally constructed as a motel or hotel for transient occupancy, which offers rooms or units for rent without a lease, but where most occupants stay for extended periods of time (typically 30 days or more), often using the premises as a primary or long-term residence. These establishments may advertise daily or weekly rates but effectively function as long-term housing without the protections or infrastructure associated with permanent residential use.**

***Head Shop or Drug Paraphernalia Store* means a retail establishment that substantially sells, offers for sale, or displays for sale any drug paraphernalia as defined by state or local law, including but not limited to pipes, water pipes, bongs, rolling papers, roach clips, grinders, scales, vaporizers, or other items designed or marketed for use with marijuana, tobacco, or controlled substances.**

***Healthy Small Grocery Store* means a store that is at least 2,000 square feet but less than 10,000 square feet where at least 50 percent of retail floor space is devoted to the sale of a broad variety of staple food products as defined by the United States Department of Agriculture (7 C.F.R. § 271.2) and at least 20 percent of the retail floor space is devoted to a variety of perishable staple foods that shall include, but is not limited to dairy products, fresh produce, frozen foods and fresh meats. No more than 20 percent of its retail floor space is devoted to health compromising substances. A healthy small grocery store does not include a convenience store which is characterized by limited food offerings, and a predominance of prepackaged goods, nor does it include locations with a gasoline service station.**

***Health Compromising Substances* shall include alcohol, tobacco, kratom, age restricted hemp, novel psychoactive substances, or tobacco and marijuana paraphernalia.**

***High Risk After Midnight Operations* Tavern, Bar, Hookah Lounge, or Event Center as defined in the unified development ordinance with operations after midnight located in an area of elevated risk.**

***Rent-to-Own Store* means a business that offers rental agreements with optional ownership terms for furniture, electronics, or appliances, where customers make periodic payments with no obligation to purchase. This definition applies only to businesses where rent-to-own is the primary method of transaction and does not include general retail stores or electronics/furniture outlets offering traditional sales or third-party financing.**

***Retail Liquor Store* means a type of retail sales that includes a business licensed by the state for the retail sale of alcoholic beverages in original packages for consumption off the premises, in which those sales are the primary goods being sold and generate the majority of the revenue generated by the business. The**

accessory sales of food or other items shall not result in the business being a general retail sales business if the above conditions are met.

***Risk Terrain Model* means the risk assessment technique and diagnostic method for identifying the spatial attractors of criminal behavior and environmental factors that are conducive to crime.**

***Socioeconomic Impact Sales and Services Business* means:**

(1) Secondhand buyers, head shops or drug paraphernalia stores, vape and smoke shops, rent-to-own stores, bail bond office, check cashing or payday loan service provider, extended occupancy motel, pawnbroker, retail liquor stores, marijuana retail stores, convenience stores with regulated substances.

(2) High risk after midnight operations when located in an area of elevated risk.

***Secondhand Buyer* means a secondhand dealer or scrap metal buyer engaged in the purchase and resale of used or secondhand tangible personal property as a principal component of its operations, where such property includes a broad range of merchandise not limited to a specific product category or engages in purchases primarily for wholesale. This includes, but is not limited to, businesses that routinely acquire items such as electronics, jewelry, tools, small appliances, personal devices, or other portable goods commonly associated with theft. A Secondhand Buyer shall not include Specialty Secondhand Retailers.**

***Specialty Secondhand Retailer* means a secondhand dealer primarily engaged in the retail sale of goods within a narrow and defined category such as books, video games, musical instruments, vintage clothing, children's goods, or sporting goods and for which the purchase of secondhand goods is incidental to the primary retail purpose and limited to items within that specialized category.**

***Vape Store or Smoke Shop* means a retailer business or any person that: sells, offers for sale, or offers to exchange for any form of consideration, tobacco, nicotine, hemp products, kratom products, tobacco paraphernalia, marijuana paraphernalia, vaping devices, or other drug paraphernalia; and has fifteen percent (15%) or more of the square feet in the establishment used for the sale or display of those products or generates fifty (50%) or more from the sale of those products.**

Sec. 86-697. Permit Required

(a) It shall be unlawful for any person to operate a socioeconomic impact sales or service business without a Socioeconomic Impact Permit.

Sec. 86-698. Term

(a) Socioeconomic Impact Permits shall correspond with the term of the General Business License.

(b) Socioeconomic Impact Sales and Services in operation upon the effective date of this ordinance shall automatically be issued a Socioeconomic Impact Permit.

(c) Permits shall renew concurrently with the General Business License, unless revoked or non-renewed, provided the business remains in operation and complies with all applicable conditions and regulations.

Sec. 86-699. Suspension or revocation.

(a) In addition to the reasons set forth in section 86-47, the director shall suspend or revoke any permit issued under this division if they find that the permittee has committed a violation of any of the provisions of this division.

(b) If the permit holder is located in an area of elevated risk:

1. **Violations of 86-47(10) shall be considered an aggravating factor in any suspension or revocation proceeding if those violations are contributing factors to the elevated risk.**
2. **To the extent the permit holder has or has not implemented Crime Prevention Through Environmental Design strategies shall be considered as mitigating or aggravating factors.**

(c) A permit may also be suspended, revoked or not renewed if:

1. **The property where the business is located exhibits a consistent pattern of neglect or code violations.**
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3. **The business fails to adhere to the approved operational or mitigation plan submitted with the application.**
4. **Violations of 86-47(9).**

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(a) **The application for a general business license application shall also function as the application for the permit.**
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Sec. 86-701. Permit denial.

(a) **The director shall deny the permit if the location does not meet the distance restrictions identified in section 86-702.**

(b) **Subsection (a) shall not apply to businesses in operation, or any businesses already under a review or approval process, prior to the effective date of the ordinance and such businesses shall be permitted to sell their operation to a new operator as long as the business is continuously operated as the same or similar nature of business and does not otherwise violate this section leading to revocation or non-renewal of the permit.**

Sec. 86-702. Location of Socioeconomic Impact Retail Sales and Services.

(a) **No permit shall be issued if the socioeconomic impact sales and services business is:**

1. **Within 2,000 feet of a business of the same type unless more restrictive by the city's uniform development ordinance (UDO) or otherwise restricted by state and local licensing codes.**
2. **Within 1,000 feet of an extended occupancy motel.**
3. **Within 300 feet of another socioeconomic impact sales and services business.**
4. **Within 500 feet of a light rail station or transit junction wherein more than one bus line operates through the junction every 15 minutes or more frequently.**
5. **In a retail center exhibiting blight, or with more than 50% vacancy whether or not the units are leased.**
6. **In an area of elevated risk unless the applicant supplements their application with information demonstrating a business and financial plan with investment and other operational offsets as well as CPTED measures to demonstrate that the issuance of the permit will not increase the risk level of the area.**

(b) The distance limitations in subsection (a) numbers 1. through 4. shall not apply to or from high risk after midnight operations.

(c) Distances shall be measured by the nearest portion of the building or unit to be occupied by the applicant to the nearest portion of the building or unit occupied by the existing operation. Distances from the transit junction shall be from the nearest property line of the station parcel or the nearest portion of any transit structure if there is not a separate parcel.

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Failure to obtain or maintain the permit required by this section may be used as a basis for denial, nonrenewal, or revocation of any license required by chapter 86 or chapter 6 of the Aurora City Code.

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Section 2. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this __________________ day of _____________, 2026.

PASSED AND ORDERED PUBLISHED this ______________________________ day of _____________, 2026.

____
MIKE COFFMAN, Mayor

ATTEST:

____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Hanosky Hernandez HK
HANOSKY HERNANDEZ, Sr. Assistant City Attorney

Data-Informed & Place-Based Violent Crime Prevention:

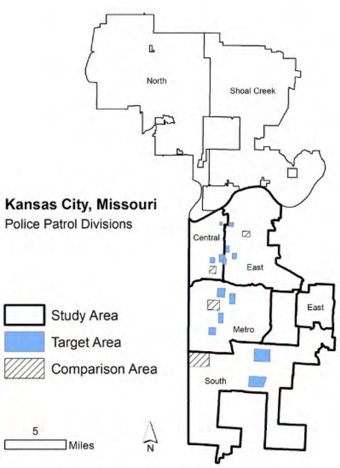
The Kansas City, Missouri Risk-Based Policing Initiative

Public Safety | Problem-Oriented | Hot Spots
Risk Terrain Modeling | Risky Places
Community Engagement

The Kansas City Police Department (KCPD) reduced violent crime with an evidence-based approach to problem analysis and intervention planning. Using hot spot mapping and risk terrain modeling, police and their community partners implemented a place-based intervention program focused on key attractors and generators of the environmental backcloth. During the 1-year period, violent crimes significantly decreased by over 22%. Crime prevention was achieved with a focus on places, not people.

FIGURE

The 13 target areas that accounted for this crime reduction covered just 1.5% of the city's land area.



Peer-Reviewed Journal Article REFERENCE:
Caplan, J. M., Kennedy, L. W., Drawve, G., & Baughman, J. (2021). Data-Informed and Place-Based Violent Crime Prevention: The Kansas City, Missouri Risk-Based Policing Initiative. *Police Quarterly*. doi.org/10.1177%2F10986111211003205

Learn more at www.RutgersCPS.org

RUTGERS
Center on Public Security

1. Introduction

KCPD implemented risk-based policing (RBP) to reduce and prevent violent crime. They focused on situational contexts of crime at micro places. Outcomes were evaluated at target and comparison areas.

2. Blueprint for RBP in Kansas City

Involved agency-wide training, data management technology and protocols, data-informed decision-making, multifaceted intervention actions at target areas, and multi-stakeholder accountability.

3. Intervention Activities

Within the target areas: 1) directed patrols, 2) business checks, 3) coordination and deployments of non-police resources, and 4) positive police-community engagements.

4. Results

Violent crime significantly decreased. Target areas outperformed the comparison areas by 22%. The total net effect was about 165 fewer crimes.

Police officer-initiated (as opposed to dispatch-directed or 9-1-1 calls for service) activities resulting in enforcement action (arrests or citations) decreased.

Crime was reduced and prevented without an abundance of law enforcement actions against people located at the target areas.

5. It Works!

Successful crime prevention programming can involve multiple stakeholders and a wide range of activities that maximize existing local resources. Community-focused policing can be effective and sustainable.

Data-Informed Crime Prevention at Convenience Stores in Atlantic City

Public Safety | Problem-Oriented | Hot Spots
Risk Terrain Modeling | Risky Places
Police Deployment | Violence | Robbery

Informed by risk terrain modeling and hot spot analysis, police commanders implemented a place-based intervention focused around convenience stores. Target areas throughout the city were reprioritized each month to create a dynamic deployment strategy that efficiently allocated resources to the most vulnerable places. Risk reduction actions, such as business checks, were favored over law enforcement against people. Within four months, robberies significantly decreased by 63 percent.

Peer-Reviewed Journal Article REFERENCE:
Kennedy, L. W., Caplan, J. M., & Drawve, G. (2021). Data-Informed Crime Prevention at Convenience Stores in Atlantic City. Police Practice and Research. [doi.org/10.1080/15614263.2021.1917399]

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Learn more at www.RutgersCPS.org

RUTGERS
Center on Public Security

1. Introduction

Atlantic City had a robbery problem that needed a citywide response -- quickly. ACPD used spatial analysis to identify where officers should devote resources, and what to do when they arrived at priority places.

2. How It Happened

Risk Terrain Modeling was used to diagnose robbery patterns. Convenience stores (plus 1-block away) became target areas. ACPD collaborated with the local mercantile association.

3. Intervention Activities

The intervention strategy was a data-informed staggering of business checks at selected convenience stores located in the highest-risk places each month. This lasted 4 months.

4. Results

On average, 67 different convenience stores were visited each month (range: 34-79), with approximately 279 total sign-ins per month, or about three per shift.

Pre-intervention: 79 robberies in the target areas. Post-intervention: 29. This 63% reduction is statistically significant.

Optimal police presence yielded crime deterrence. Rapid crime suppression is possible with tactics focused on targeting high risk locations and not necessarily the people located there.

5. It Works!

Police can improve operational impacts via data-informed engagements with community stakeholders (e.g. store managers). Crime reduction can be achieved in-line with community expectations.

PIs Leslie Kennedy, Joel Caplan & Eric Piza

Completed in partial fulfillment of National Institute of Justice (NIJ) award #2012-IJ-CX-0038

A Multi-jurisdictional Test of Risk Terrain Modeling and a Place-based Evaluation of Environmental Risk-Based Patrol Deployment Strategies

Study Overview: A place-based method of evaluation and spatial units of analysis were used to measure the extent to which allocating police resources to high-risk areas, derived from risk terrain modeling (RTM), affects the frequency and spatial distribution of new crime events. This quasi-experimental project had two primary goals: 1) to replicate and validate RTM in multiple jurisdictions and across many different crime types; and, 2) to evaluate intervention strategies targeted at high-risk micro-level environments across 5 cities[1]: Chicago, IL; Colorado Springs, CO; Glendale, AZ; Kansas City, MO; and Newark, NJ.

In completing the risk terrain models[2], we used the RTMDx Utility, developed by the Rutgers Center on Public Security[3]. Following the RTM analysis in each city, each Police Department developed an intervention strategy that targeted the spatial influences of select significant risk factors. The Police Department also worked with the research team in the selection of target areas for the intervention. In evaluating the intervention, statistical comparisons were made to equivalent control areas locally within each city. Control areas were matched to treatment areas through Propensity Score Matching (PSM). Interventions in each city lasted approximately 3 months, and were implemented in 2013 and/or 2014. The post-intervention period was 90 days (3 months).

General Findings:

Q: Do RTM outputs inform crime intervention planning and policing activities in ways that result in significant crime reductions in targeted areas?

A: Yes. Results across all study settings allow for a general conclusion that certain actions performed by police and intended to mitigate the spatial influence of risky features at high-risk places results in both short- and long-term crime reductions. RTM enabled police to make informed decisions and develop strategies about where to allocate resources and what to do when they got there. Spatial information produced through RTM to select target areas, develop place-based risk reduction strategies, and deploy resources was applied to a variety of crime types and customized for different settings in measured, transparent and sustainable ways. Crime reductions were best achieved by police with a concerted and consistent application of intervention activities geared toward mitigating the spatial influence of crime attractors at the high-risk places within a jurisdiction.

Specific Findings:

Colorado Springs

Risk Terrain Modeling Analysis:

The Colorado Springs Police Department (CSPD) identified Motor Vehicle Theft as their priority crime. A Risk Terrain Model was found that contains 6 risk factors (out of 19 tested): Disorder Calls for Service (RRV[4]=5.61), Multifamily Housing Units (RRV=2.75), Foreclosures (RRV=2.64), Parks (RRV=1.76), Sit-down Restaurants (RRV=1.51), and Commercial Zoning (RRV=1.37). Highest risk places[5] have 48 times greater likelihood of crime than some other locations. Conjunctive Analysis of Risk Factor Configurations (CARFC) found that the highest risk behavior settings[6] for Motor Vehicle Theft cover about 4% of the study area and account for nearly 43% of all crime incidents.

Risk-Based Intervention:

To reflect the RTM findings CSPD designed their intervention strategy with an array of activities performed by various CSPD units for the purpose of mitigating disorder problems in the target area: Code Enforcement property inspections, Community Service Officer Neighborhood Cleanups, Community Meetings, Proactive Police Enforcement against disorder offenses, Proactive Traffic Enforcement, and the deployment of License Plate Recognition (LPR) devices for the purpose of identifying stolen Motor Vehicles in the target area.

- A Motor Vehicle Theft reduction of 33% was achieved in the target area compared to the control area during in the post-intervention period. There was a slight diffusion of benefits.
- At the micro level, "code enforcement" was associated with reduced levels of Motor Vehicle Theft throughout the target area (p<0.01). "Code enforcement" activities have an exceptionally strong and significant crime reduction benefit at high-risk places (p<0.01).

Colorado Springs Summary: *The cumulative findings suggest that CSPD's risk-based intervention effectively addressed Motor Vehicle Theft. CSPD's targeting of disorder incidents was an effective crime control strategy. The micro-level analysis suggests that code enforcement focused at micro-level high-risk places is a particularly promising tactic.*

Newark

Risk Terrain Modeling Analysis:

The Newark Police Department (NPD) identified Gun Violence as their priority crime. A Risk Terrain Model was found that contains 11 risk factors (out of 17 tested): Narcotics Arrests (RRV=3.53), Foreclosures (RRV=3.36), Restaurants (RRV=2.76), Gas Stations (RRV=2.54), Convenience Stores (RRV=2.32), Food Take Outs (RRV=2.19), Bars (RRV=2.01), Abandoned Properties (1.43), Schools (RRV=1.38), Liquor Stores (RRV=1.34), and Problem Housing (RRV=1.34). Highest risk places have 58 times greater likelihood of crime than some other locations. CARFC found that the highest risk behavior settings for Gun Violence cover about 5% of the study area and account for nearly 30% of all crime incidents.

Risk-Based Intervention:

To reflect the RTM findings, NPD designed their intervention strategies to generate checks and manager contacts at three business types: Restaurants, Food Take Outs, and Gas Stations. Each day during the intervention, a task force comprised of 3 officers, under the supervision of a Lieutenant, visited businesses located within the target area. Upon visiting the business, officers were required to meet with the on-duty manger and have them sign the sheet, to ensure that proper contact was established.

- A Gun Violence reduction of approximately 35% was achieved in the target area compared to the control area during the post-intervention period. There was a slight diffusion of benefits.
- At the micro level, the intervention activities were associated with a reduction of Gun Violence within the portions of the target area identified as high-risk. The reduction approached statistical significance (p=0.06).

Newark Summary: *The NPD task force's intervention activities were a promising approach to gun violence. The strategy generated a large reduction of gun violence, and had a particularly great impact at high-risk portions of the target area. Newark's outcome evaluation was inherently an assessment of the use of a "task force" as well as the "intervention actions" performed by the task force. Ultimately, significant crime reductions can be achieved when a task force consistently and thoughtfully implements intervention activities at high-risk places.*

Kansas City

Risk Terrain Modeling Analysis:
The Kansas City Police Department (KCPD) identified Aggravated Violence as their priority crime: all shooting incidents (hits and homicides), aggravated assault (with a firearm), and street robbery (with and without a weapon). A significant Risk Terrain Model was found that contains 15 risk factors (out of 21 tested): Bus Stops (RRV=3.38), Weapon Offending Parolees and Probationers (RRV=3.20), Suspicious Person with a Weapon Calls-for-service (RRV=2.43), Variety Stores (RRV=2.28), Packaged Liquor Stores (RRV=2.28), Hotels (RRV=2.27), Fast Food Restaurants (RRV=2.18), Drug Markets (RRV=2.11), Bars (RRV=2.05), Rental Halls (RRV=1.61), Restaurants (RRV=1.41), Convenience Stores (RRV=1.41), Grocery Stores (RRV=1.28), Foreclosures (RRV=1.27), Liquor Licensed Retailers (RRV=1.24). Highest risk places have 46 times greater likelihood of crime than some other locations. CARFC found that the highest risk behavior settings for Aggravated Violence cover about 4% of the study area and account for nearly 38% of all crime incidents.

Risk-Based Intervention:
To reflect the RTM findings, KCPD designed their intervention strategies to address nightclubs, suspicious person with a weapon calls-for-service, weapon offending parolees and probationers, drug sales, packaged liquor stores, and liquor licensed retailers[7]. An array of activities intended to mitigate the spatial influences of these risk factors, enhance community awareness, and deter motivated offenders was conducted by various KCPD units and city officials in the target area: Code Enforcement, Directed Patrols, Licensing and Inspection checks, meet-and-greets with known offenders juxtaposed with social service referrals/support, CPTED inspections, Pedestrian Checks, Area Presence, Residence Checks, Traffic Violations, and Building Checks. A new protocol for dispatching officers to certain calls-for-service locations was also enacted.

- Aggravated Violence decreased by 12% in the target area compared to the control area during the post-intervention period, but the findings did not achieve statistical significance.
- At the micro level, and in the during-intervention period, Pedestrian Checks, Area Presence, and Residence Checks were each associated with lower levels of Aggravated Violence throughout the entirety of the target area. In the post-intervention period, Building Checks conducted within high-risk areas were associated with reduced crime levels.

Kansas City Summary: *RTM enabled Kansas City police officials to make decisions about where to allocate resources <u>and</u> what to do when they got there in order to suppress crime in the short-term and reduce crime occurrence over the long-term. Intervention activities affect crime differently over varying times and places. Synthesizing results from the micro level analyses, it can be generally concluded that "pedestrian checks", "directed patrol", and "knock-and-talks" have the greatest impact on reducing crime among all places within* *the target areas when sustained, whereas longer-term crime reduction benefits at high-risk places are best achieved via "building checks".*

Glendale

Risk Terrain Modeling Analysis:

The Glendale Police Department (GPD) identified Robbery as their priority crime. A Risk Terrain Model was found that contains 7 risk factors (out of 11 tested): Drug-related Calls for Service (RRV=15.56), Convenience Stores (RRV=2.88), Take Out Restaurants (RRV=2.54), Apartment Complexes (RRV=2.53), Gang Member Residences (RRV=2.41), Liquor Stores (RRV=2.30), and Bars (RRV=2.19). Highest risk places have 58 times greater likelihood of crime than some other locations. CARFC found that the highest risk behavior settings for Robbery cover about 1% of the study area and account for nearly 17% of all crime incidents.

Risk-Based Intervention:

To reflect the RTM findings, GPD designed their intervention strategy to address all 7 risk factors. The activities included Directed Patrols, Flyer Distribution, Community Meetings and Engagement Activities, Proactive Stops, and Proactive Arrests.

- Robbery decreased by 42% in the target area compared to the control area during the intervention period. There was a very strong diffusion of benefits effect.
- At the micro level, and in the during-intervention period, Directed Patrols were associated with lower levels of Robbery. Flyer Distribution activities were associated with fewer Robberies in the post-intervention period, with the reduction approaching statistical significance (p=0.09).

Glendale Summary: *The intervention produced a statistically significant reduction of Robbery throughout the target area during the intervention period. In addition, there was a diffusion of benefits beyond the targeted area. "Directed patrol" had the greatest impact on reducing crime among all micro-level places within the target areas during the intervention period, whereas longer-term crime reduction benefits were best achieved via "flyer distribution".*

Chicago

Risk Terrain Modeling Analysis:

The Chicago Police Department (CPD) identified Shootings as their priority crime. A Risk Terrain Model was found that contains 10 risk factors (out of 15 tested): Foreclosures (RRV=5.38), Problem Buildings (RRV=3.72), Gang Hotspots (RRV=2.86), Laundromats (RRV=2.27), Liquor Stores (RRV=1.92), Gas Stations (RRV=1.65), 311 Lights Out Calls (RRV=1.41), Schools (RRV=1.35), Bus Stops (RRV=1.33), Bars (RRV=1.28). Highest risk places have 76 times greater likelihood of crime than some other locations. CARFC found that the highest risk behavior settings[8] for Shootings cover about 15% of the study area and account for nearly 56% of all crime incidents.

Risk-based Intervention:

To reflect the RTM findings the CPD designed an intervention strategy that focused on Foreclosures and Problem Buildings. The strategy entailed the CPD working in partnership with other City of Chicago departments to conduct site visits of known problem properties throughout the city to improve conditions conducive to crime and, when necessary, issue citations for code violations. City agencies also sought to work with private lenders to address the broader scope of the foreclosure crisis.

- A process evaluation found that CPD could not manage to collect measurement data in a systematic or coordinated way to allow for adequate evaluations of outcomes. Cumulative totals of building inspections and citations were 280 and 24, respectively. But CPD was unable to provide incident-specific information including the precise date, time, and location of each action. Therefore, we were unable to complete an outcome evaluation of CPD's intervention[9].

Endnotes

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[1] Originally, 6 cities were proposed as study settings for interventions. However, Arlington, TX withdrew from the study early on due to excessive turnover of personnel within the department.
[2] Using then-current data from calendar year 2012
[3] www.rutgerscps.org
[4] Relative Risk Value (RRV)
[5] Places with risk values greater than 2 standard deviations above the mean risk value, according to the risk terrain map.
[6] The behavior settings with a relative frequency of crime (RFC) above the mean
[7] "Packaged liquor stores" refer to businesses whose primary purpose is to sell liquor. "Liquor licensed retailers" are facilities that are in business to sell other items, but also sell liquor, such as convenience stores, grocery stores, etc.
[8] The behavior settings with a relative frequency of crime (RFC) above the mean
[9] It should be noted that during this project, there were mayoral elections (and subsequent run-off elections), internal transfers/promotions of police personnel, and multiple other research projects (unaffiliated with ours) that may have strained CPD's data management resources.

By Joel Caplan, Leslie Kennedy & Grant Drawve, Rutgers University Center on Public Security

Atlantic City Police Department Risk-Based Policing Initiative: Jan. 1 – Dec. 31, 2017

Overview

Risk-based policing is the operational mindset and practice of reducing and managing crime *risks* in order to prevent crime incidents. It emphasizes problem solving, evidence-based decision-making, and sustainability. Risk-based policing with Risk Terrain Modeling (RTM) is used in Atlantic City.

Background

The Chief of Police and command staff spearheaded risk-based policing in Atlantic City. A researcher-practitioner partnership between the Rutgers University Center on Public Security (RCPS) and the Atlantic City Police Department (ACPD), with the Atlantic County Prosecutor's Office[1] and the City of Atlantic City, was initiated on October 15, 2015 with a 1-year pilot project that began January 1, 2016[1]. The pilot project sought to establish multi-stakeholder buy-in, collect data, and test the predictive validity of RTM in Atlantic City, as well as to optimize the protocols and methods for data management, data access, and information communication within the police department. At the time, ACPD did not have a dedicated crime analyst, and was in the process of upgrading and transitioning to new computer aided dispatch (CAD) and record management (RMS) systems, while also building a new state-of-the-art real-time crime and intelligence command center.

Full implementation of risk-based policing began in 2017. Rollout occurred in two phases. In Phase 1, RCPS worked the most closely with ACPD commanders to run risk terrain models, to communicate analytical results, to facilitate taskforce meetings, and to help develop operational strategies for crime prevention and risk reduction. Phase 1 began January 1, 2017 and continued through May 2017. In Phase 2, ACPD assumed most of the responsibility for disseminating analytical results and developing risk reduction strategies. Phase 2 began in June and continued through December 2017.

Crime Types

The focus was on violent and property crimes -- specifically, shootings, aggravated assaults, robberies, and burglaries (residential and commercial). Risk terrain models were produced for these crime categories using ACPD crime records obtained from the CAD and RMS, city administrative data, and InfoGroup[2] business address data. Risk terrain models were updated monthly. The RTMDx software, developed by RCPS[3], was used for this task.

[1] For pilot project details, see http://www.rutgerscps.org/uploads/2/7/3/7/27370595/acpd_rbppilot_2016reportbrief.pdf

Analytical and Operational Processes

RTM was used to forecast risky places for crime every month. Risk terrain maps visually communicated spatial vulnerabilities to crime. Highest risk places became the target areas for police patrols. Police officers received maps showing the priority patrol areas specific to their district. They also received instructions on what risky features to focus on, and what risk reduction actions to take at high-risk places. These decisions were made by ACPD commanders and may have changed monthly based on the most current risk terrain models and other intel.

Police patrolled all parts of Atlantic City, investigated crimes and cleared cases. They gave extra priority attention to the risky places. Priority areas were selected among the highest risk places for all crimes types (by their overlap). These priority areas were approximately 1% or less of the city's land area, making resource allocations manageable and efficient.

ACTION Meetings and Community Engagement

ACTION Meetings were scheduled regularly throughout 2017 to focus on Assessments, Connections, Tasks, Interventions, Outcomes and Notifications related to a variety of existing and emerging crime problems and threats in Atlantic City, and to discuss the risk-based policing initiative and related risk terrain models. Two types of ACTION Meetings occurred: 1) Police ACTION Meetings, and 2) Community ACTION Meetings.

Police ACTION Meetings were comprised of ACPD officers and other policing partners who could be privy to sensitive intelligence for law-enforcement eyes only. This "police taskforce" met monthly to assess the risk terrain model's forecasts to-date and to propose ways to manage crime risks from law enforcement and policing perspectives.

Community ACTION Meetings were multi-stakeholder events, and comprised members of the police taskforce as well as city officials and other community leaders. Community ACTION Meetings were not open town hall style meetings where grievances are aired. They were invitation-only working meetings where risk assessments were shared and groundtruthed, data were managed, and initiatives to reduce risks were proposed and committed to by multiple community stakeholders.

Five police-only ACTION meetings and 1 community ACTION meeting occurred during Phase 1. Three police-only taskforce/ACTION meetings and 2 community ACTION meetings occurred during

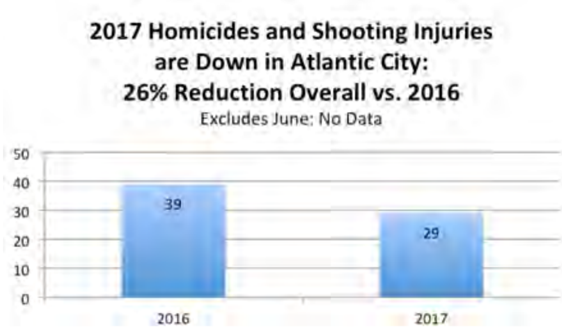
Phase 2. Twelve monthly risk terrain models and ‘spatial intel’ reports were produced for ACPD and delivered to commanders for review and operational decision-making during 2017.

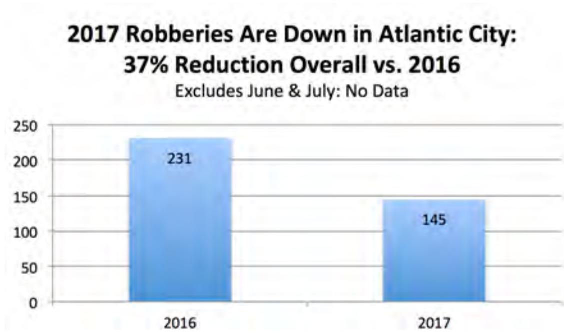
Results

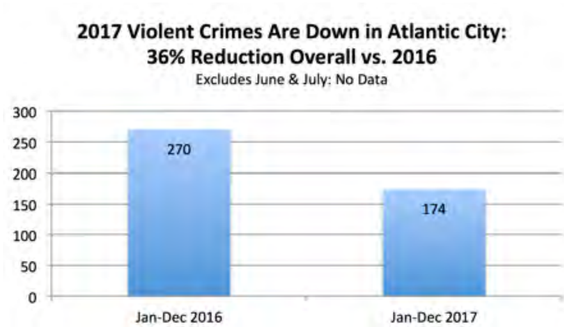
The predictive accuracy of RTM exceeded expectations (based on empirical testing using the Predictive Accuracy Index, or PAI, methodology). When crimes displaced, they emerged at high-risk places, as expected, even if crimes had never historically occurred there before.

Police patrols of priority areas occurred regularly, and over 1,000 business checks were made by ACPD at high-risk places. In addition to the ACPD, the City Planning Department, the Housing Authority, the Mayor’s Office, Neighborhood Associations, Mercantile Associations, and utility authorities engaged in risk reduction efforts. Security improvements were made to risky facilities, dimmer halogen streetlights were replaced with LEDs, and at least 17 abandoned properties located in high-risk areas were demolished or mitigated.

Case clearance rates for 2017 improved by 10%, compared to 2016. The risk-based policing strategy focused primarily on places, not people, so arrests did not increase. Violent crimes and burglaries decreased in 2017 compared to 2016. In the first 5 months of 2017, during Phase 1, violent crimes went down over 20% compared to the same time period in 2016. By year’s end, violent crimes reduced 36%. This represents a potential cost savings[4] to the local criminal justice system of over $1.6 million.







Conclusion

Risk-based policing with RTM and ACTION proved to be a transparent and effective form of policing that helped police reduced crime. Protocols and resources are now in place to sustain risk-based policing in Atlantic City.

Endnotes

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[1] The original press release can be viewed at www.rutgerscps.org/uploads/2/7/3/7/27370595/news_release_acpd__rtm_action_implementation.pdf
[2] InfoGroup is a data and marketing services company that provides information about public entities, such as businesses/retail stores.
[3] www.rutgerscps.org/software.html
[4] see https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2835847

Public Safety, Courts and Civil Service Policy Committee

March 12, 2026

Members Present: Robert Andrews, Chair
Stephanie Hancock, Vice-Chair
Ruben Medina, Member

Others Present: A. Heider, M. Platt, M. Chapman, J. Heckman, A. Garcia, M. Crawford, H. Hackbarth, E. Cadiz, A. Robnett, M. Wells-Longshore, D. Carrel, J. Rubino, J. Schneebeck, S. Griffin, C. Atkinson, K. Stafford, J. Batchelor, N. Huber, A. Morris, M. Hildebrand, D. Perry, R. Cruz, E. Manzo, P. Schulte, A. Jackson, J. Bajorek, H. Hernandez Perez, P. Guidry, S. Day, K. Koca, T. Chamberlain, J. Rubino, T. Vaughn, M. Coffman, R. Luby, I. Bounouar

1. Call to Order

The meeting was called to order.

2. Approval of Minutes

The February 12, 2026, minutes were approved.

3. Consent Items

3.a APD and RAVEN MOU 10

Chief Chamberlain presented a Memorandum of Understanding for the RAVEN Task Force. The RAVEN Task Force is a combination of ATF, HSI and Denver metropolitan area police departments. It is a collaborative that focuses specifically on anti-violence enforcement. The MOU brings all the parties together. They have multiple jurisdictions from other cities, including Denver, the smaller jurisdictions and the two federal partners. They focus strictly on violent crime, guns, and the reduction of those activities.

Mayor Coffman asked how many personnel are dedicated to the RAVEN Task Force. Lieutenant Huber responded they have seven detectives, two sergeants and himself, and with the 14 different agencies, there are about 52 individuals when fully staffed.

Mayor Coffman asked if they cross much, or it is just specifically them. Chief Chamberlain responded that it goes into Denver and the smaller jurisdictions because it is a collaborative. They find that the majority of the events that occur, there is always some connection back to Aurora and that is the benefit of what the group does. Suspects do not know the city boundaries of Aurora or other cities, and that gives them the opportunity to focus on gangs and have an impact on people that are victimized in large geographical areas outside of just Aurora but definitely have an influence and impact on the crime in Aurora. Participant clarified that if something happens here in Aurora and it crosses over into Denver, for example, we can pursue and vice versa.

Motion made to move this matter on to study session. Passed by unanimous consent.

4. General Business

4.a Socioeconomic Sales and Services Impact Permit (Ordinance)

Trevor Vaughn, Manager of Licensing, stated this is a proposal that council and the committee last saw in September. They last talked about it at a study session in October and then held off after the election to let the new council members get prepared for it.

T. Vaughn gave a presentation and refresher of the proposal. This is a proposed permit. There was some confusion between this and the tobacco retailer license ordinance because they both have spacing requirements and deal with some of the same businesses.

The proposal addresses what they call high-risk businesses, also referred to as poverty industry. They cluster in areas of challenged economics, and there are recommendations from the American Planning Association in addressing where those things are able and allowed to cluster and have impacts in those communities. When some of these industries are clustered together it can create competitive pressure to sell products that are more harmful. A slide was included listing the businesses they looked at that have negative health or financial impacts.

The regulatory approach is to attach it to the general business license and make it streamlined, and it gets renewed with the general business license to keep it administratively simple, and not addressing this through zoning as conditional uses.

Some of the highlights of the permit requirements were reviewed. Convenience stores are included only if they sell alcohol or tobacco, and large format grocery and small healthy grocery stores are excluded. Vape shops will be included as a category, and there is an adjustment for specialty secondhand dealers. Major transit intersections are included as a reference point for distance from those junctions so that these type of businesses do not cluster around those transit junctions.

Place-based multi-discipline crime strategies were reviewed and explained, including Crime Prevention Through Environmental Design (CPTED), Risk Terrain Modeling (RTM) and Place Network Investigations (PNI). Examples of where CPTED is being used in the city were reviewed. RTM is a spatial diagnosis technique to map environmental factors to risky locations and address environmental factors that lead to crime.

The proposal in the permit is 300 feet of spacing between SEI operations, 1,000 feet from any extended occupancy motel, 2,000 feet between the same type of SEI, 500 feet from a major transit station, except high risk after midnight uses are to be looked at a little differently, and not permitted in retail centers that are vacant or looking rough or with 50% or more vacancy.

Areas of elevated risk are determined by RTM. High risk after midnight uses are automatically considered SEI permit. Make sure that before SEIs open that they are considering CPTED factors. CPTED would be a mitigating or aggravating factor if they are having nuisance activities. Permits could be revoked if there is a pattern of neglect or code violations, public nuisance, having them follow an operational plan if they are in an area of elevated risk or discontinue operations if more than six months.

Permits are automatically issued to existing businesses. The proposed fee is approximately $138 biennial and goes to fund the RTM software.

Outreach will be done at the request of CM Coombs and potentially with the BAB if they agree to host an outreach meeting.

CM Hancock asked regarding Colfax and the new development area, if he foresees attrition or moving some of those businesses may mitigate that concentration of those predatory businesses down in that area. T. Vaughn replied that that is an area where they have seen a ton of this concentration and these businesses have been there a long time. The additional ones may be stopped from moving into the area when space opens up and encourage a different retail environment. As long as they continue operations, they are grandfathered in, even if they sell.

Motion made to move this matter on to study session. Passed by unanimous consent.

5. Miscellaneous Matters for Consideration

Chief Chamberlain gave a presentation on the purpose of the Chief's Community Response Team (CCRT). Chief Chamberlain referred to an incident last year that was referred to as others, specifically referring to a livestream, as a lynching in Del Mar Park, which was false information. It was determined that the incident was a suicide. The Chief stated when he goes to community groups and speaks and he brings that incident up, that is all that it is known for, that there are lynchings in Aurora of black members of the community and that is the narrative. Chief Chamberlain wants to make sure that individuals of color do not feel that that is the reality of the city. Other examples of misinformation were discussed. The Chief wants to bring clarity and bring fact to situations that occur in the city and situations that impact the population of the city. This program is to ensure that all individuals within the community are recognized and have a voice and have a government channel to understand exactly what is going on.

CCRT is needed for multiple reasons. Public safety events move faster than traditional communication channels. Social media allows for fragmented, non-validated, nonverified information. Community leaders already act as interpreters of police activity within their networks. The operational concept is that this is not a policy body. This is not related to the Community Advisory Council. It is not related or connected to the Monitor. There is no participation in the disciplinary process or decisions or investigations. The role of the members is to serve as conduits to the community. They are selected based on demonstrated credibility and trust within their communities. The participation reflects existing leadership and engagement roles in the city, and they carry factual information rather than advocate departmental positions. How members are selected and what information they receive was reviewed.

They hope to gain transparency and public trust, improve public understanding of how and why policing decisions are made, provide factual context before misinformation spreads, encourage informed dialogue, and strengthen transparency and community trust. Meetings occur every-other month or as-needed during significant events. Information is shared on a legal basis, and some information cannot be given out. This is a pilot program, and it is a living document. Chief Chamberlain would like to see the entire community of Aurora be represented. He thinks there are some very boisterous people that do not allow factual, real-time information to be disseminated and that there is an undermining of what occurs and how it occurs and when it occurs.

CM Hancock stated that there has been some conversation that Chief Chamberlain cherry picked people on this board and asked him to address that. Chief Chamberlain stated that they were not cherry picked, and that it was done with members of the community outreach team that knew these people and knew they had credibility within the community. The members are from all the wards.

Chief Chamberlain stated the AKCRT was created in 1992 following the LA Riots, and he thinks that the failure of that organization was a lack of structure. The concept was the same, but people were never identified, and it never became a legitimate tool to disseminate information.

6. Confirm Next Meeting

The next meeting is scheduled for April 9, 2026.

7. Adjournment

APPROVED: ________________________

Robert Andrews, Chair

Socioeconomic Impact Permit Proposed Ordinance

Trevor Vaughn, Manager of Licensing

Socioeconomic Impact (SEI) Permit Objectives

- Prevent new clustering of high-risk businesses and support a healthy community
- Businesses associated with negative health or financial impacts
  - Liquor stores, pay day loans, vape stores, marijuana, rent to own, bail bonds, pawnshops, motels
  - Late-night bars in areas of elevated risk

Socioeconomic Impact (SEI) Permit Objectives

- Impacts of SEI Sales and Services:

  When Concentrated:

  - Promote unhealthy products and predatory services
  - Drive crime and worsen community health
  - Fuel cycles of blight and hinder reinvestment
  - Create perceptions of disorder and decline

Socioeconomic Impact (SEI) Permit Objectives

- Reduce competitive pressures "race to the bottom"
- Incorporate place-based crime prevention
- Encourage commercial reinvestment and create welcoming and healthy retail environments

- Regulatory Approach
  - Attached to general business license; primarily distance restrictions, additional rules in areas of elevated risk

Highlights about permit requirements

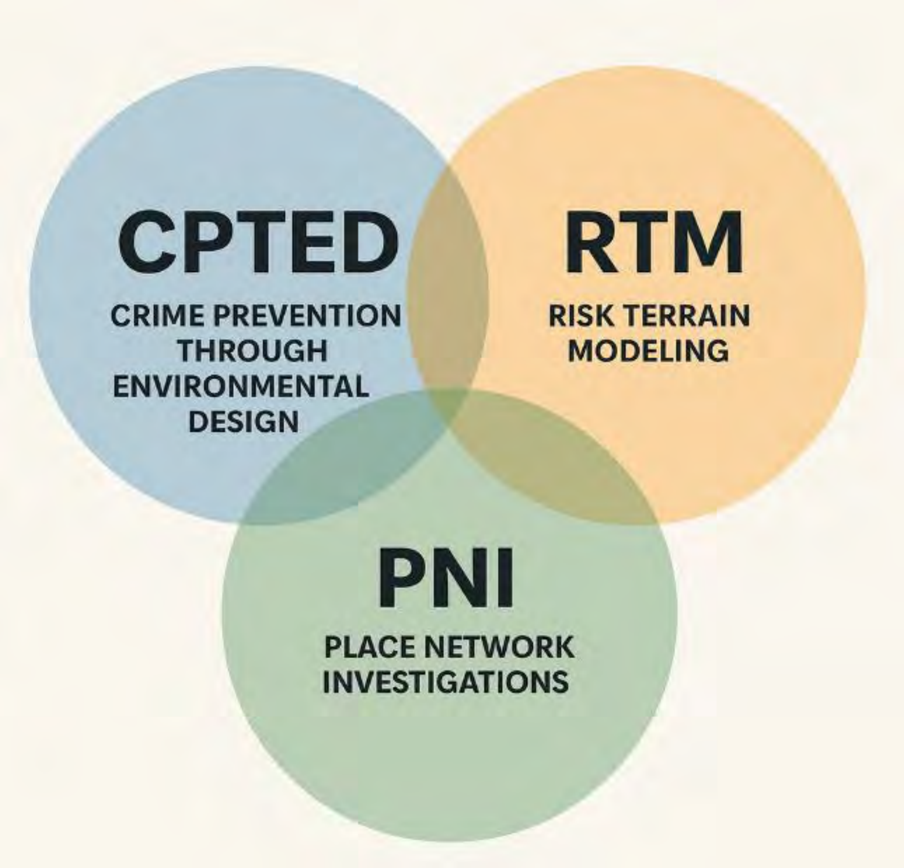
- Convenience stores only if they sell alcohol / tobacco
  - Large format grocery excluded > 10,000 sq/ft
  - Small Healthy Grocery Stores also excluded
- Vape shop > 15% floor space or >50% sales
- Specialty secondhand shops excluded (comics)
- Transit is for reference only, not included as an SEI
- High Risk After Midnight - considered SEIs in elevated risk areas – Bars, Hookah, Event Centers

Place Based Multi-Discipline Crime Strategies

- Crime Prevention Through Environmental Design (CPTED)

- Risk Terrain Modeling (RTM)

- Place Network Investigations (PNI)



WHAT IS CPTED?

Crime Prevention Through Environmental Design

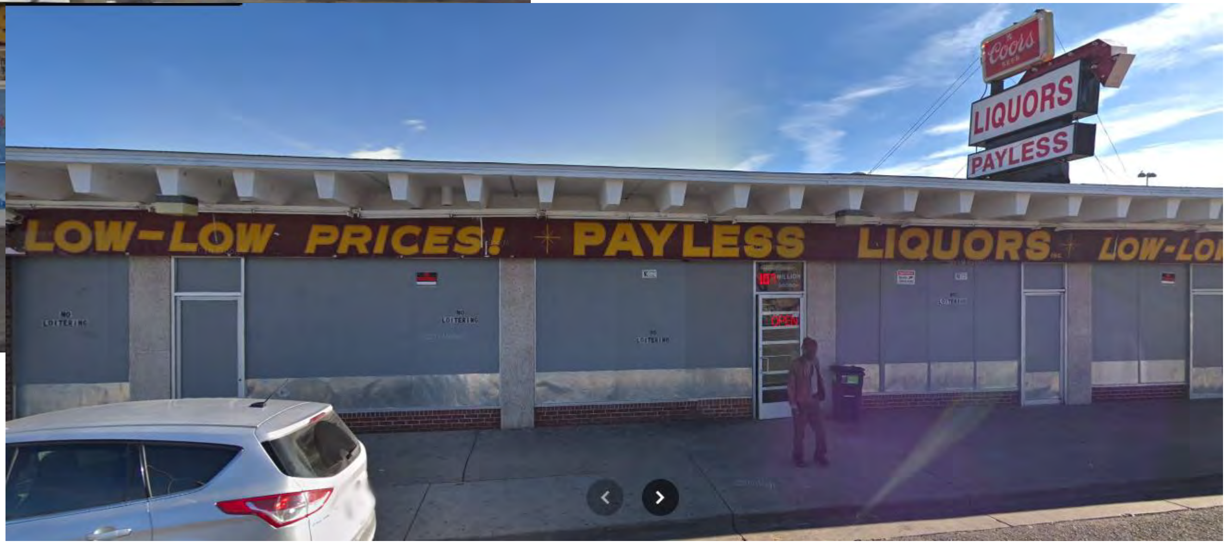
The proper design and effective use of the built environment can lead to a reduction in the incidence and fear of crime and to an improvement in the quality of life.

WHAT IS NOT CPTED?

- Not target hardening
- Not aggressive surveillance
- Not adding cameras to solve design problems
- Not a policing strategy
- Not a one-size-fits all
- Not hostile architecture
- Not about controlling people

Natural Surveillance

- Where people and their activities are readily observed

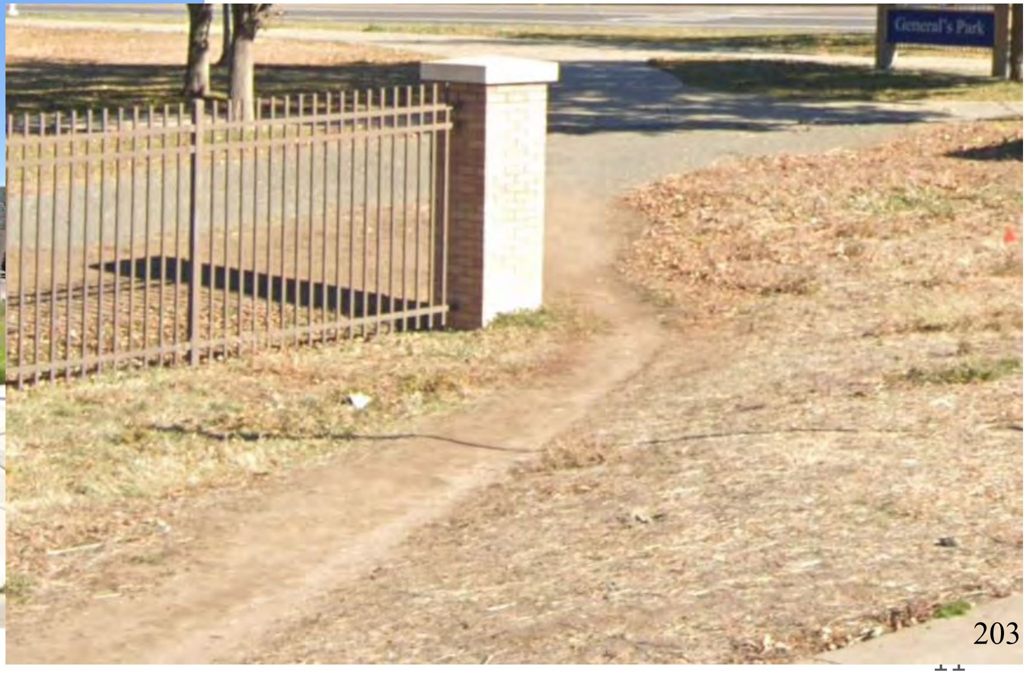


Natural Surveillance

- Landscaping 2/6 rule
- Mechanical surveillance (cameras) to supplement

Natural Access Control

- Sidewalks, paving materials, lighting, landscaping, fencing, public art, and colorful design element to guide or allow access to a site.



Territorial Reinforcement

- Use of pavement treatments, landscaping, art, signage, screening and fences to define and outline ownership

Activity Support

- Strategic placement of activities and amenities within a space to encourage positive use and discourage criminal behavior

Maintenance and Management

Public Art

Colfax and Havana - Lighting

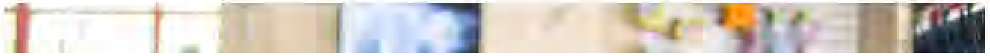
Risk Terrain Modeling

CPTED without RTM is like playing darts blind”
– Joel Caplan

CRIME & JUSTICE

Can Atlantic City's bold experiment take racial bias out of predictive policing?

In Atlantic City, "violent crime is down about 20 percent. But at the same time our arrests are also down 17 percent. We were able to reduce crime - without contributing to mass incarceration."



New Wichita policing model aims to identify locations, not demographics, to lower gun crime

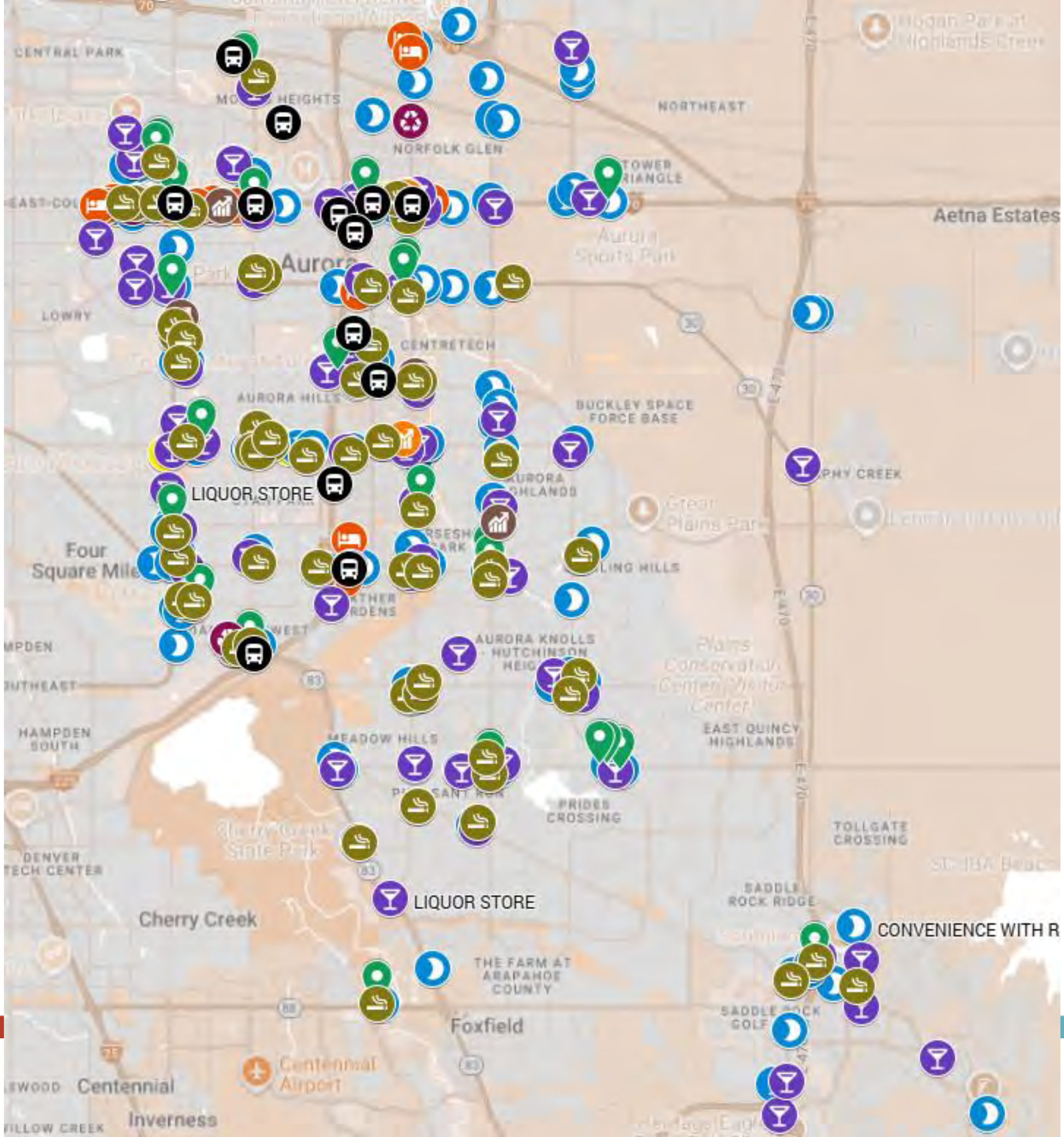
KMUW | By Mia Hennen
Published May 20, 2025 at 10:14 AM CDT

Risk Terrain Modeling (RTM)

- Spatial diagnosis technique to map environmental factors to risky locations
- Proven track record
- Address environmental factors that lead to crime
- Focus on places

LOCATIONS

	CONVENIENCE STORE WITH ALCOHOL/TOBACCO (131)
	LIQUOR STORE (85)
	VAPE / SMOKE (59)
	MARIJUANA (24)
	EXTENDED OCCUPANCY (15)
	PAWNBROKER (14)
	MAJOR TRANSIT STOP (13)
	CHECK CASHING (10)
	RENT TO OWN (4)
	SECONDHAND BUYER (3)
	BAIL BONDS (1)
	HEAD SHOP (1)



Spacing – new businesses only

- 300′ spacing between SEI operations*
- 1000′ any SEI from Extended Occupancy Motel*
- 2000′ between the same type of SEI*
- 500′ from major transit station*

*Except High Risk After Midnight Uses

- Not permitted in retail center exhibiting blight, or with 50% or more vacancy.

Areas of Elevated Risk

- Determined by Risk Terrain Modeling (RTM)
- High Risk After Midnight will automatically be considered SEI in these zones
- New SEIs will need to demonstrate use of CPTED and nature of operations to not increase risk
- Applies CPTED as mitigating or aggravating factor for license penalties for code violations

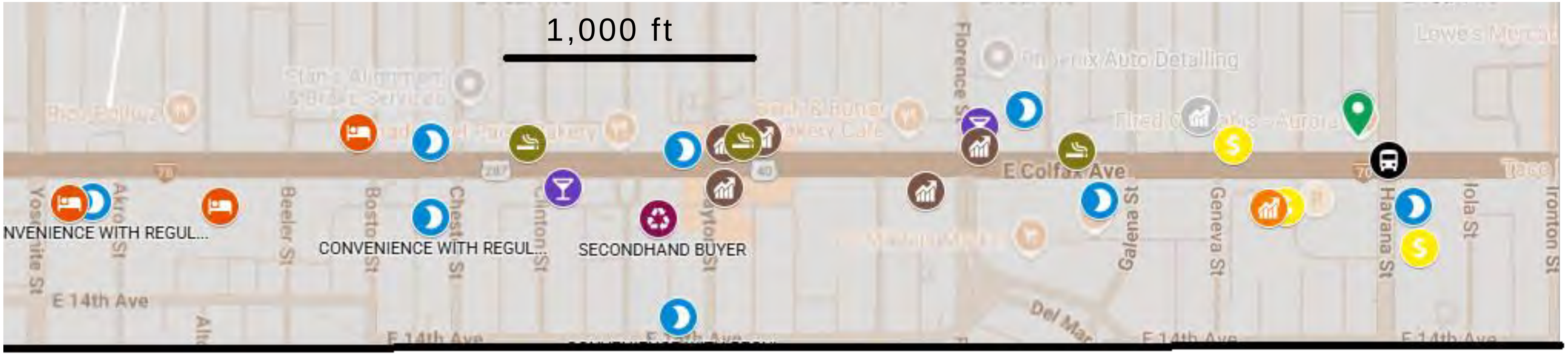
Permit Requirements / Revocation

- Pattern of neglect / code violations
- Public nuisance violations
- Follow operational plan if in area of elevated risk
- Discontinue operations > 6 months

Implementation

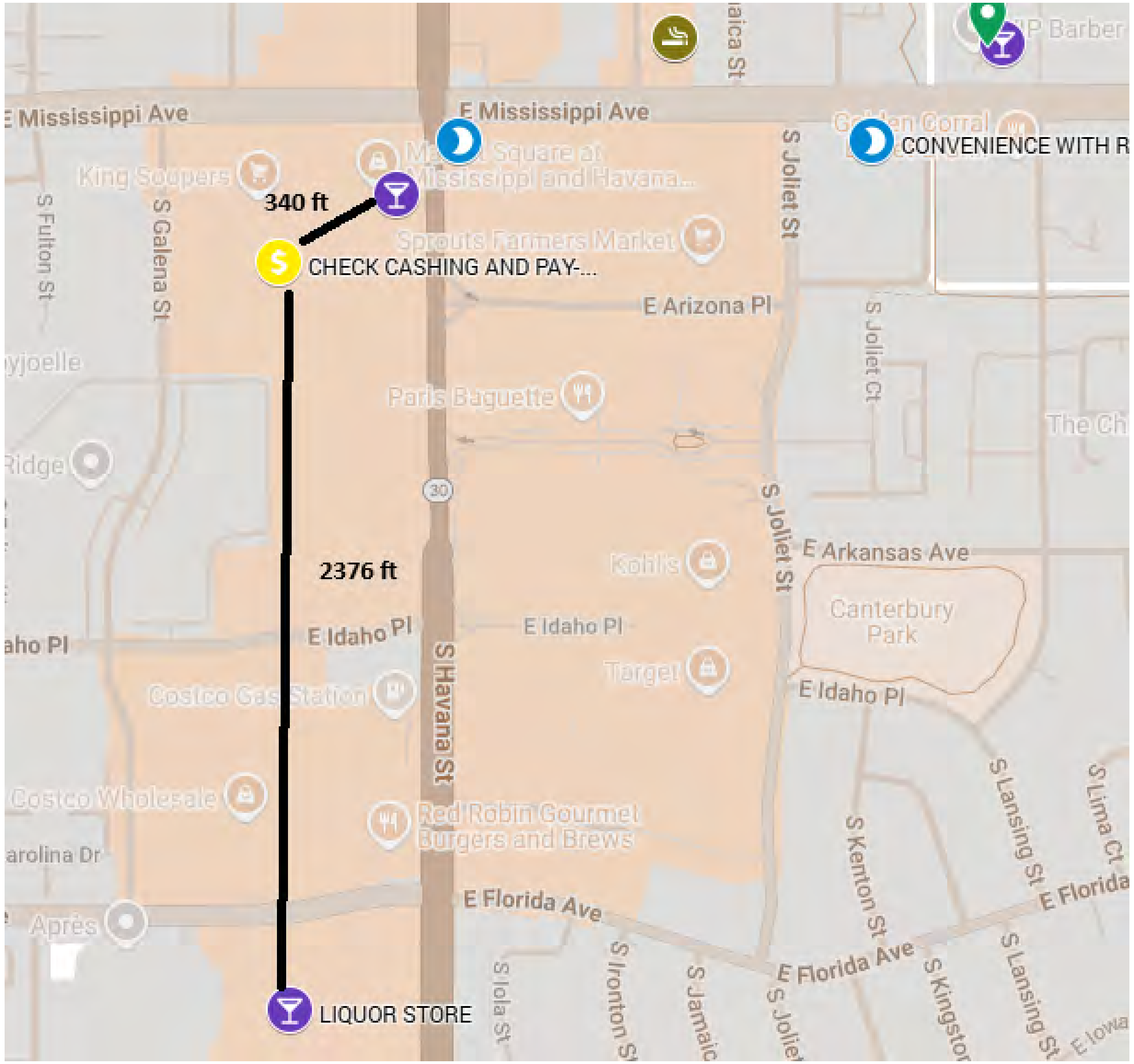
- Permit issued automatically to existing businesses
- Aligns to general business license for application and renewal (biennial)
- Proposed fee of approx. $138 on biennial general business license renewal and new licenses to fund Risk Terrain Modeling

Colfax Corridor

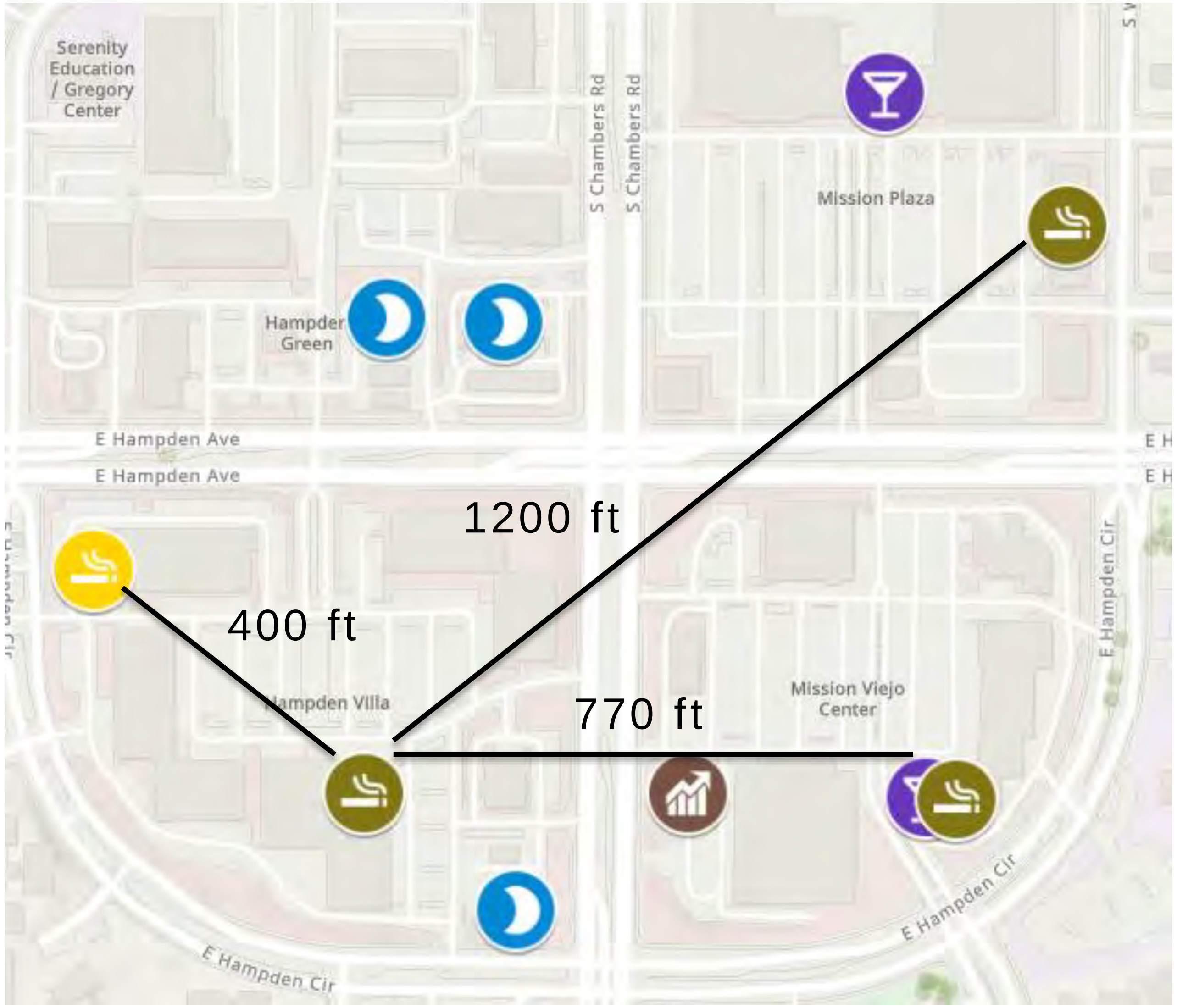


1.12 mi – 5,913 ft

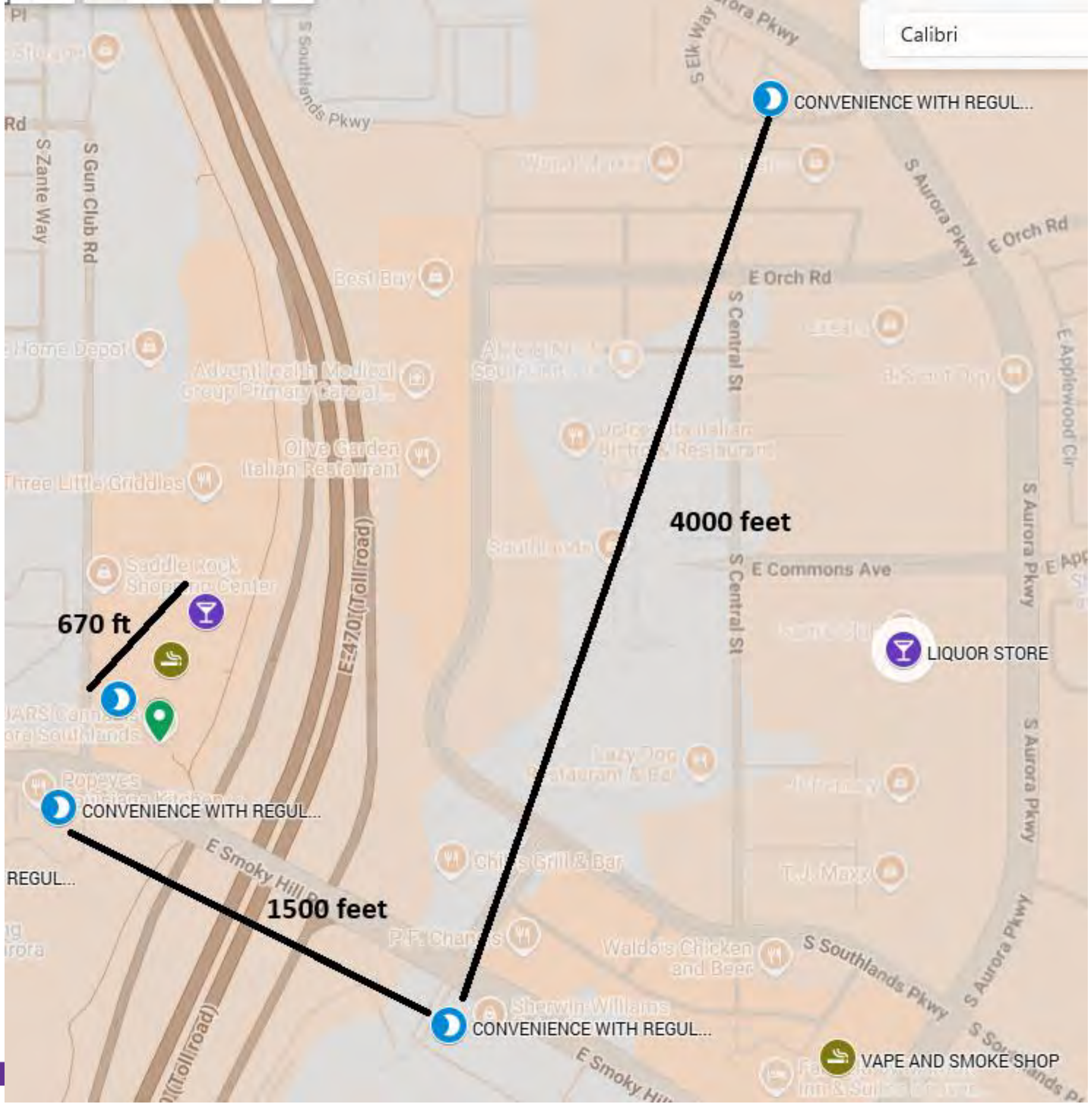
Havana Gardens



Hampden and Chambers.



Southlands



Calibri
CONVENIENCE WITH REGUL...
4000 feet
E Orch Rd
S Central St
E Commons Ave
LIQUOR STORE
670 ft
CONVENIENCE WITH REGUL...
REGUL...
1500 feet
CONVENIENCE WITH REGUL...
VAPE AND SMOKE SHOP
S Southlands Pkwy
S Aurora Pkwy
E-470 (Tollroad)
S Gun Club Rd
S Zante Way

- Is council in support of moving this forward for formal consideration?

CITY OF AURORA

Late Submission Approval for Agenda Item

Item Title: Heavy Fleet Lease Purchase Financing - 2026	
Item Initiator: Teresa Sedmak, City Treasurer / Andrew Jamison, Debt and Treasury Supervisor	
Staff Source / Legal Source: Teresa Sedmak, City Treasurer / Hanosky Hernandez, Sr. Assistant City Attorney	
Outside Speaker: None	
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.	

CRITERIA - PLEASE CONSIDER ITEM FOR LATE SUBMISSION FOR THE FOLLOWING REASON:

☐ There is a time-sensitive legal requirement that must be met and cannot be met by a future meeting date

☒ The delay will result in an adverse financial impact to the city

☐ The item is related to a disaster and must be addressed before the next available meeting

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COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 08-10-2026

Regular Meeting: N/A

EXPLANATION: *(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)*

Delay in ordinance process exposes the City to additional interest rate risk and may result in higher costs. Presented to M&F on 7-23-2026 with unanimous approval to move forward, failed in eScribe to roll forward by 7/24 deadline.

I understand the agenda item will not be added to the agenda without submitting this completed form as an attachment in e-Scribe. The agenda item will not be added to the agenda if the workflow is not completed by the WORKFLOW COMPLETED date indicated on the agenda deadline calendar.

Andrew Jamison
Agenda Item Initiator Name

Andrew Jamison 7/27/2026
Agenda Item Initiator Signature Date

Roberto Venegas
Late Submission Approver Name (Council Appointee or DCM)

Roberto Venegas 7/27/26
Late Submission Approver Signature Date

CITY OF AURORA
Council Agenda Commentary

Item Title: Authorizing 2026 Lease-Purchase Financing for Heavy Fleet Vehicles (Ordinance)	
Item Initiator: Teresa Sedmak, City Treasurer, Finance	
Staff Source/Legal Source: Teresa Sedmak, City Treasurer, Finance / Hanosky Hernandez, Senior Assistant City Attorney	
Outside Speaker: N/A	
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.	

COUNCIL MEETING DATES:

Study Session: 8/10/2026

Regular Meeting: 8/24/2026

2nd Regular Meeting (if applicable): 9/14/2026

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Teresa Sedmak, City Treasurer, Finance / Hanosky Hernandez, Senior Assistant City Attorney
Estimated time: 5 mins

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Policy Committee

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Study Session

☐ Information Only

☐ Approve Item as Proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 7/23/2026

Action Taken/Follow-up: ***(Check all that apply)***

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☒ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The City has historically utilized lease-purchase financing for the acquisition of its heavy fleet vehicles in order to lock in prices and spread costs over the useful life of the assets. These vehicles may consist of fire trucks, public works equipment (dump trucks, loaders, graders, backhoes, etc.), or the like, which have a projected life of 5-years or more.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The ordinance authorizing the 2026 lease-purchase financing of heavy fleet vehicles provides for the financing of 13 vehicles including: 4 dump trucks, 1 forestry bucket truck, 1 forestry chip truck, 1 backhoe, 2 fire brush trucks, 2 fire aerial trucks, and 2 fire engine trucks at a total estimated cost of approximately $9.2 million. The authorizing ordinance allows for a maximum principal amount of $10 million, a maximum interest rate of 5.50%, and a term not to exceed 60 months.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☒ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

Funds required to repay the lease-purchase financing are appropriated from the budgets of associated funds (i.e. public works, fire, PROs).

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

WORKLOAD IMPACT
Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

QUESTIONS FOR COUNCIL

Does Council recommend moving this item forward to the Regular Meeting?

LEGAL COMMENTS

The City is authorized pursuant to Section 31-15-801, C.R.S., as amended, the City's home rule powers, and Section 2-683 of the Aurora City Code to enter into long-term or short-term rental or leasehold agreements in order to provide necessary land, buildings, equipment, and other property for governmental or proprietary purposes, which agreements may include an option to purchase and acquire title to such leased or rented property. (Hernandez)

ORDINANCE NO. 2026-____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AUTHORIZING THE USE OF LEASE-PURCHASE FINANCING TO ACQUIRE CERTAIN EQUIPMENT PURSUANT TO THE TERMS OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT BY AND BETWEEN THE AURORA CAPITAL LEASING CORPORATION, AS LESSOR, AND THE CITY OF AURORA, COLORADO, AS LESSEE; AUTHORIZING OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY; AND OTHER RELATED MATTERS

WHEREAS, the City of Aurora, Colorado, (the "City"), is a home rule municipality, organized and existing under and by virtue of Article XX, Section 6 of the Colorado Constitution; and

WHEREAS, the City is authorized pursuant to Section 31-15-801, C.R.S., as amended, the City's home rule powers, and Section 2-683 of the City Code to enter into long-term or short-term rental or leasehold agreements in order to provide necessary land, buildings, equipment, and other property for governmental or proprietary purposes, which agreements may include an option to purchase and acquire title to such leased or rented property, and may have a term, at the discretion of the City, in excess of 30 years; and

WHEREAS, in order to provide for the capital asset needs of the City, the City Council of the City (the "Council") hereby determines that it is necessary and in the best interests of the City and its citizens that the City undertake lease-purchase financing of equipment for use by the City for governmental or proprietary purposes; and

WHEREAS, the City wishes to obtain lease-purchase financing of certain equipment (the "Equipment"), including vehicles and related equipment for use by any of the Public Works Department ("Public Works"), the Fire Department ("Fire"), and the Parks and Open Space Department ("PROS"), to be completed within 12 months of the date hereof; and

WHEREAS, the Equipment is hereby authorized to be financed by a tax-exempt municipal lease purchase financing from the Aurora Capital Leasing Corporation ("ACLC") to the City pursuant to a direct placement of a lease-purchase agreement, or an assignment thereof, as a tax-exempt obligation, with a suitable bank or institutional investor selected by the Finance Director through a request-for-proposals or informal competitive process (a "Financing"); and

WHEREAS, there has been filed for public inspection with the City Clerk in connection herewith a proposed form of Equipment Lease Purchase Agreement (the "Lease"), to be entered into by and between ACLC, as lessor, and the City, as lessee; and

WHEREAS, as specific items of Equipment are acquired by ACLC for the City's use in accordance with the terms of this ordinance (the "Ordinance"), one or more Leases, or schedules thereto, may be executed by and between ACLC and the City in accordance with the parameters set forth in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO.

Section 1. *Ratification of Actions*. All action heretofore taken, not inconsistent with the provisions of this Ordinance, by the Council or the officers of the City directed toward the acquisition of the Equipment and the preparation of the form of the Lease are hereby ratified, approved, and confirmed.

Section 2. *The Equipment*. The City is hereby authorized to obtain lease-purchase financing through one or more lease-purchase agreements with ACLC to acquire up to fourteen (14) vehicles and other equipment for use by any or all of Public Works, Fire, Police, and PROS, including all equipment, software, warranties, and service contracts accessory thereto and/or associated therewith, which Equipment is to be acquired by or before September 30, 2027. All title to, or other indicia of ownership of, the Equipment is to be initially issued in ACLC's name.

Section 3. *Maximum Principal Amount; Interest Rate; Term*. The principal amount to be financed shall not exceed Ten Million Dollars ($10,000,000.00), the interest component of rental payments to be made by the City shall accrue at a rate not to exceed five and one-half percent (5.50%), and the term of any Lease hereunder shall not exceed 60 months. Rental payments may be made annually, semi-annually, or at any other convenient interval as determined by the Finance Director.

Section 4. *Findings; Authorizations*. The Council hereby finds and determines, pursuant to the City's home rule powers and the laws of the State of Colorado, that the acquisition of the Equipment is necessary, convenient, and in furtherance of the governmental purposes of the City and in the best interests of the City and its citizens; and the Council hereby authorizes the acquisition of the Equipment by means of lease-purchase financing.

Section 5. *Agency Relationship*. Pursuant to the Lease, the City shall act as the agent of ACLC solely for the purpose of acquiring the Equipment. The City will do all things necessary to effect the acquisition of the Equipment free and clear of any encumbrances and subject the same to any security interests as may be contemplated under the Lease.

Section 6. *Approval and Execution of Documents; Authorized Officers*. The Lease, in substantially the form filed in the office of the City Clerk prior to the final adoption of this Ordinance, is in all respects approved, authorized and confirmed. The Mayor is hereby authorized and directed to execute and deliver, and the City Clerk is hereby authorized and directed to affix the seal of the City to, and attest, each Lease hereunder in substantially the form filed with the City Clerk, with such changes as are not inconsistent with the intent of this Ordinance and as approved by the City Attorney. The Council hereby designates the Finance Director to act as "Authorized Officer" under the Lease. The Finance Director is hereby authorized to determine, based on the recommendation of the City's financial advisor, whether the Financing will be completed through a single disbursement of funds sufficient to acquire all of the items of Equipment contemplated by this Ordinance or the phased disbursement of funds for the acquisition of individual items of Equipment as they become available. To the extent the Finance Director determines that a phased disbursement of funds is preferred, changes to the Lease not inconsistent with the intent of this Ordinance and as approved by the City Attorney to accommodate a master lease structure are hereby authorized. Prior to the execution of each Lease, the final terms of the Financing, the description and price of the Equipment subject to the Lease, and the schedule of rental payments allocated to the Equipment under the Lease shall be approved by a certificate executed by the Finance Director (the "Final Terms Certificate") and attached as a schedule to the Lease.

Section 7. *Additional Documents*. The City Clerk is hereby authorized and directed to attest all signatures and acts of any official of the City in connection with the matters authorized by this Ordinance. The Mayor and the Authorized Officers are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Ordinance.

Section 8. *No General Obligation or Other Indebtedness*. The obligation of the City to make rental payments under the Lease is subject to annual appropriation by the Council and constitutes an undertaking of the City to make current expenditures. Such payments are subject to termination and nonrenewal by the City in accordance with the provisions of the Lease. No provision of this Ordinance or any Lease hereunder shall be construed as constituting or giving rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any home rule, constitutional or statutory debt limitation nor a mandatory charge or requirement against the City in any ensuing fiscal year beyond the current fiscal year.

Section 9. *Expression of Need*. The City hereby declares its current need for the Equipment. It is hereby declared to be the present intention and expectation of the Council that each Lease will be renewed annually until title to all of the Equipment is acquired by the City pursuant to the Lease; but this declaration shall not be construed as contractually obligating or otherwise binding the City.

Section 10. *Reasonable Rentals*. The Council hereby determines and declares that, after execution and delivery of each Lease, the rental payments due thereunder will represent the fair value of the use of the Equipment and the purchase price, as defined therein, will represent, as of any date upon which the City may exercise its option to purchase such Equipment, the fair purchase price of such Equipment. The Council further hereby determines and declares that, after the execution and delivery of each Lease, the rental payments due thereunder will not exceed a reasonable amount so as to place the City under an economic or practical compulsion to renew the Lease or to exercise its option to purchase the Equipment pursuant to the Lease. In making such determinations, the Council has given consideration to the cost of acquiring and installing the Equipment, the uses and purposes for which the Equipment will be employed by the City, the benefit to the citizens of the City by reason of the acquisition and use of the Equipment pursuant to the terms and provisions of each Lease, the City's option to purchase the Equipment, and the expected eventual vesting of title to, or other indicia of ownership of, the Equipment in the City. The Council hereby determines and declares that, after execution and delivery of each Lease, the maximum duration of the portion of the Lease allocable to any item of Equipment separately identified in the payment schedule appended thereto will not exceed the weighted average useful life of such item of Equipment.

Section 11. *Confirmation of Prior Acts*. All prior acts and doings of the officials, agents and employees of the City which are in conformity with the purpose and intent of this Ordinance and in furtherance of the purchase of the Equipment are in all respects ratified, approved and confirmed.

Section 12. *Severability*. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 13. *Repealer*. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 14. *Publication*. Pursuant to Section 5-5 of the City Charter, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this __________day of ____________________, 2026.

PASSED AND ORDERED PUBLISHED BY REFERENCE this ____________ day of ____________________, 2026.

____
MIKE COFFMAN, Mayor

ATTEST:

____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:
PETER A. SCHULTE, CITY ATTORNEY

By: Hanosky Hernandez ____________________ PK
HANOSKY HERNANDEZ, Sr. Assistant City Attorney